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Attorneys for Plaintiffs

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

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WILLIAM H. GRADIE, MILTON HARPER,  
RONNIE STEVENSON, and JONATHAN  
MITCHELL, individuals, on behalf of  
themselves, and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

C.R. ENGLAND, INC., a Corporation; and  
Does 1 through 100, Inclusive,

Defendant.

**DECLARATION OF KYLE NORDREHAUG  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Case No. 2:16-cv-00768-DN

Judge: Hon. David Nuffer

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I, Kyle Nordrehaug, declare as follows:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, counsel of record for Plaintiffs William H. Gradie, Milton Harper, Ronnie Stevenson, and Jonathan Mitchell (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. I am submitting this declaration in support of Plaintiffs’ motion for preliminary approval of the proposed class action settlement with Defendant C.R. England, Inc. (“Defendant”). The following facts are within my own personal knowledge, and if called as a witness, I could and would testify competently to the matters stated herein.

2. Attached hereto as Exhibit #1 is a true and correct copy of the Stipulation of Class Action Settlement and Release of Claims (the “Stipulation” or “Settlement”).

3. As consideration for the Settlement, Defendant agrees to provide a Total Settlement Value in excess of \$18,600,000, consisting of a Cash Settlement Payout of \$3,600,000 and Debt Forgiveness in excess of \$15,000,000, to resolve the claims of the Class. (Stipulation at ¶¶ II(HH), II(LL) and II(MM).) The Cash Settlement Payout shall include all payments to the Participating Class Members, the Service Payments to the four named Plaintiffs, all attorneys’ fees, costs and expenses of Class Counsel awarded by the Court; all employee and employer tax withholdings; all payments allocated to the California Labor and Workforce Development Agency (“LWDA”) in connection with Plaintiffs’ California Labor Code Private Attorneys General Act (“PAGA”) claim; and, all costs of settlement administration, in the amounts approved by the Court. The Settlement is non-reversionary and is an excellent result for the Class Members in light of the serious disputes as to the merits of their claims, uncertainty as to whether class certification could be obtained, the fact that almost all Class Members agreed to individual arbitration agreements with class action waivers, and numerous other factors.

4. The Stipulation provides for automatic payment without the need to submit a claim form to all Class Members who do not opt out of the Settlement. The proposed resolution is thus a non-reversionary Settlement and an excellent result for Participating Class Members. The relief provided in the Settlement will likewise benefit all Class Members equally. Each Participating Class Member shall receive a pro rata payment from the Cash Settlement Payout based on the number of weeks they worked for Defendant. Each Participating Class Member shall also have any liquidated damages or interest that Defendant contends Defendant is owed under a Driver Education and Employment Contract (or similar or related tuition agreement) forgiven. The Settlement does not improperly grant preferential treatment to the Class Representatives or any individual segments of the Class.

5. The Parties scheduled an all-day mediation before Steve Pearl, an experienced mediator of wage and hour class actions. The Parties prepared for the mediation by exchanging an extensive amount of information, including payroll information and other data, calculating potential damages, and submitting mediation briefs to Mediator Pearl. Through the mediation process and hard-fought adversarial negotiations, the Parties eventually reached a settlement that they believe to be fair and reasonable in light of the experience of the Parties' attorneys as Counsel in other class action cases, and the uncertainties and cost of the years of protracted and expensive litigation the Parties faced if a settlement was not reached.

6. Plaintiffs retained an expert, DM&A, to calculate potential damages and prepared a mediation brief to address liability issues. Plaintiffs also considered Defendant's defenses to the various claims, including the fact that almost all Class Members signed individual arbitration agreements containing class action waivers that could bar any potential class action in light of the Supreme Court's ruling in *Epic Systems Corp. v. Lewis*, 138 S.Ct. 1612, 200 L.Ed.2d 889 (2018). Plaintiffs also considered a prior class action settlement involving Defendant (i.e.,

*Jasper v. C.R. England*, U.S. District Court for the Central District of California Case No. 2:08-cv-05266), where the Defendant resolved similar claims of a class of truck drivers. In *Jasper*, the court approved a ***claims-made settlement*** relating to more than 16,600 truck drivers and a class period of almost 10 years, which provided \$4,537,600 to the class in that action. The average recovery for each class member in *Jasper* was thus approximately \$273 per class member. The cash component of the Settlement, which is \$3,600,000, compares very favorably to the settlement approved in *Jasper*, because in this case the class is smaller, the Class Period is less than six years (meaning the number of workweeks is substantially smaller), the average recovery per class member will be roughly the same as what was approved in *Jasper*, and the common fund in this case is non-reversionary (meaning that every Class Member who remains in the case will receive a check, which was not true in *Jasper*). Moreover, the Settlement of this Action provides an additional \$15 million of Debt Forgiveness. Because the Settlement in this case is superior to the one approved in *Jasper*, the Settlement amount is fair and reasonable. Accordingly, the goal of this litigation has been met and the Settlement should be preliminarily approved.

7. Plaintiff William H. Gradie attended Defendant's Premier Truck Driving School ("Premier") in August 2015. He financed his Premier tuition through a loan from Defendant and entered into a Driver Education and Employment Contract with Defendant in which he agreed, among other things, to work as a truck driver exclusively for Defendant for nine months after obtaining his commercial driver's license ("CDL") and Defendant agreed, among other things, to pay any amounts owing on his tuition loan when he completed the nine-month term of the Driver Education and Employment Contract. After Plaintiff Gradie graduated from Premier and obtained his CDL in August 2015, he was employed as a truck driver by Defendant for less than one month (i.e., from August 20, 2015 through September 2, 2015). Plaintiff Milton Harper

attended Premier in November 2012. After Mr. Harper graduated from Premier and obtained his CDL in December 2012, he was employed as a truck driver by Defendant from December 6, 2012 through February 20, 2017. Plaintiff Ronnie Stevenson attended Premier in September 2013. After Plaintiff Stevenson graduated from Premier and obtained his CDL in October 2013, he was employed as a truck driver by Defendant from October 2, 2013 through November 2014. He resigned his employment with Defendant in November 2014, but was rehired in March 2015 and was employed as a truck driver by Defendant from March 26, 2015 through June 13, 2016. Plaintiff Jonathan Mitchell attended Premier in June 2013. After Plaintiff Mitchell graduated from Premier and obtained his CDL in July 2013, he was employed as a truck driver by Defendant from July 11, 2013 through September 1, 2017.

8. On April 20, 2016, Plaintiff Gradie filed the original complaint in this case (i.e., the “Action”) in the Superior Court of the State of California for the County of Los Angeles, in which he asserted a variety of wage-and-hour claims as well as several claims related to the Driver Education and Employment Contract on behalf of himself and a putative class. On May 20, 2016, Defendant removed the Action to the United States District Court for the Central District of California. On July 7, 2016, the Action was transferred to the District of Utah pursuant to a stipulation between Gradie and Defendant that was subsequently approved by the court. On September 29, 2016, Plaintiff Gradie filed an action for declaratory relief against Defendant in this court (the “Declaratory Relief Action”), which was subsequently deemed related to this Action.

9. On February 1, 2016, Plaintiff Harper filed a lawsuit against Defendant in the Superior Court of the State of California for the County of San Bernardino on behalf of himself and a putative class (“the Harper Lawsuit”). On April 12, 2016, Plaintiff Harper filed an amended complaint in the Harper Lawsuit, adding Plaintiffs Stevenson and Mitchell as named

plaintiffs (together, Harper, Stevenson and Mitchell are the “Harper Plaintiffs”). On July 11, 2016, the Harper Plaintiffs filed a second amended complaint in the Harper Lawsuit, asserting numerous wage-and-hour claims under California law as well as several claims related to the Driver Education and Employment Contract. On August 24, 2016, Defendant removed the Harper Lawsuit to the United States District Court for the Central District of California. On August 26, 2016, the Harper Lawsuit was transferred to the District of Utah pursuant to a stipulation between the Harper Plaintiffs and Defendant, and assigned to Judge Dee Benson.

10. In late 2016, the Harper Plaintiffs and C.R. England entered into an agreement to settle the Harper Lawsuit on a class-wide basis, which subsequently received final approval from Judge Benson. Gradie, who was a member of the Harper Settlement Class and had objected to the Harper Settlement, appealed the order of final approval. On August 14, 2018, the Tenth Circuit concluded it was unable to determine whether Judge Benson had properly certified the Harper Settlement Class because he had not sufficiently explained the bases for his certification ruling. Accordingly, the Tenth Circuit “vacate[d] the district court’s class certification” determination and “remand[ed] [the case] for the district court to more meaningfully explain its bases for class certification.” On remand, Judge Benson recused himself from the Harper Lawsuit and it was reassigned to Judge Shelby. On March 27, 2019, Judge Shelby denied the Harper Plaintiffs’ renewed motion for final approval on a technical standing ground. Specifically, Judge Shelby found that the Harper Plaintiffs lacked standing to assert certain claims related to Defendant’s Driver Education and Employment Contract and the proposed settlement class therefore could not be certified. While Defendant and counsel for the Harper Plaintiffs respectfully disagreed with that conclusion, that issue has now unquestionably been remedied given that Gradie is part of the current Settlement and clearly has standing to assert the contract-related claims alleged in this Action.

11. After Judge Shelby issued his ruling regarding the renewed motion for final approval in the Harper Lawsuit, the Parties – i.e., the Harper Plaintiffs, Gradie and Defendant – participated in a good-faith, arms-length mediation presided over by Mediator Steve Pearl. Mediator Pearl negotiated with the Parties over the course of the entire day and was ultimately able to help the Parties reach a settlement through a mediator’s proposal, the principal terms of which were memorialized by the Parties in a binding Memorandum of Understanding that became effective July 15, 2019. Based on those negotiations and arms-length settlement discussions between the Parties, the Parties agreed to settle the Action, the claims asserted in the Declaratory Relief Action and the claims asserted in the Harper Lawsuit on the terms and conditions set forth in the Stipulation.

12. As part of the Settlement, Gradie filed a First Amended Complaint (“FAC”) in this Action, adding the Harper Plaintiffs as named Plaintiffs and all claims asserted in the Harper Lawsuit, and the Harper Plaintiffs dismissed the Harper Lawsuit without prejudice. In their consolidated FAC, Plaintiffs assert, among other things, the following claims against Defendant: (1) unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (2) failure to pay minimum wages under the California Labor Code, applicable Wage Orders, and all other corresponding laws and regulations; (3) failure to pay regular wages, straight time wages, and overtime wages under the California Labor Code, applicable Wage Orders, and all other corresponding laws and regulations; (4) failure to provide accurate itemized wage statements; (5) failure to maintain copies of accurate itemized wage statements; (6) failure to reimburse for all business-related expenses under the California Labor Code; (7) unlawful deductions in violation of the California Labor Code; (8) failure to provide meal periods under the California Labor Code, applicable Wage Orders, and all other corresponding laws and regulations; (9) failure to provide rest periods as required under the California Labor Code, applicable Wage

Orders, and all other corresponding laws and regulations; (10) failure to timely pay wages due in violation of California Labor Code §§ 201-203 *et seq.*; (11) failure to pay all wages owed on regularly scheduled paydays in violation of California Labor Code §§ 204 *et seq.*; (12) misrepresentation in violation of California Labor Code §§ 970 through 972 *et seq.*; (13) usury, and; (14) failure to comply with the Private Attorneys' General Act of 2004 (i.e., California Labor Code § 2698 *et seq.*). Plaintiffs' FAC seeks, *inter alia*, unpaid wages of all types, damages, penalties, civil penalties, liquidated damages, statutory damages, punitive damages, restitution, reimbursement, interest, attorney fees, litigation costs, injunctive relief, declaratory relief, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

13. In the course of litigating this Action, Defendant provided payroll and employment data along with other information regarding the Class Members to Plaintiffs and Class Counsel. The information provided to Class Counsel by Defendant consisted of gigabytes of data and many thousands of pages of materials. Defendant also provided Plaintiffs with their entire personnel files, various employee policies, procedures, and manuals, exemplar wage statements, earnings and other compensation materials, information about the Premier Truck Driving School and third party schools, the settlement agreements in two prior wage-and-hour class actions involving Defendant, multiple arbitration agreements containing class action waivers, various employment contracts, and numerous other documents and information.

14. Based on this information, and their own independent investigation and evaluation, Class Counsel has thoroughly analyzed the value of the Class Members' claims during the prosecution of this Action. This discovery, investigation, and prosecution has included, among other things: (a) multiple conferences with Plaintiffs' counsel; (b) inspection and analysis of the documents and materials produced by Defendant; (c) analysis of the various



legal positions taken and defenses raised by Defendant; (d) investigation into the viability of class treatment of the claims asserted in this Action, including, but not limited to, recent federal court case law denying class certification in a case involving a trucking company; (e) analysis of potential class-wide damages; (f) research of the applicable law with respect to the claims asserted in the Complaints (and in the complaints filed in the Harper Lawsuit and Declaratory Relief Action) and the potential defenses thereto (including, but not limited to, the existence of arbitration agreements prohibiting class actions, preemption defenses that could eliminate multiple claims, merit-based defenses, etc.); (g) the exchange of information through informal discovery; and (h) assembling data for calculating damages.

15. Class Counsel has conducted a thorough investigation into the facts of this putative class Action. Class Counsel has diligently evaluated the Class Members' claims against Defendant. At the time of the Settlement, the investigation was sufficiently advanced to give the Class Representatives and Class Counsel a sound understanding of the merits of their positions and to evaluate the worth of the claims of the Class Members in light of Defendant's many defenses to them. Prior to the Parties settling the case, counsel for Defendant provided Class Counsel with access to necessary data for the Class Members. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant for the consideration and on the terms set forth in the Stipulation is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the fact that almost all Class Members executed individual arbitration agreements containing class action waivers, the uncertainty in obtaining class certification, the difficulty in proving class-wide liability, damages and penalties in light of defenses asserted by Defendant (e.g., preemption and merit-based defenses), and numerous potential appellate issues.

16. Under the Settlement, Defendant agrees to provide the Total Settlement Value (which exceeds \$18,600,000), consisting of the non-reversionary Cash Settlement Payment by Defendant of Three Million Six Hundred Thousand Dollars and No Cents (\$3,600,000) to fund the Qualified Settlement Fund (“QSF”) and release of the Forgiven Debt (totaling in excess of Fifteen Million Dollars (\$15,000,0000) and consisting of (i) all liquidated damages that Defendant claims it is owed by Participating Class Members under any contractual provision establishing liquidated damages in the exact amount of \$2,500 and (ii) all unpaid interest that Defendant claims it is owed by Participating Class Members under any Driver Education and Employment Contract, related tuition agreement, or related promissory note). (Stipulation at ¶¶ II(HH), II(LL) and II(MM).) This is not a “claims made” or “reversionary” Settlement, meaning no amount of the QSF shall revert to Defendant for any reason so long as the Settlement is approved and it becomes completely final and no longer capable of being appealed. In addition, Participating Class Members will not need to submit a claim form to recover under this Settlement. The QSF shall include all payments involved in effectuating the Settlement, including but not limited to: all Service Payments to the four named Plaintiffs, all attorneys’ fees, costs and expenses of Class Counsel awarded by the Court, including all such fees and costs incurred in documenting the Settlement, and obtaining a dismissal of both the Action and Declaratory Relief Action with prejudice; all employee and employer tax withholdings; all payments allocated to the LWDA in connection with PAGA; and all costs of settlement administration, in the amounts approved by the Court. (Stipulation at ¶ II(HH).)

17. The Net QSF shall be divided and distributed to Participating Class Members. (Stipulation at ¶ XIX(A)(2).) A Participating Class Member’s Cash Settlement Share will be calculated as follows: (1) calculating the total number of weeks worked by all Participating Class Members based on the Class Data (the “Total Work Weeks”); (2) dividing each

Participating Class Member's number of work weeks based on the Class Data by the Total Work Weeks to determine his or her proportionate share of the Net QSF (for each Participating Class Member, the "Cash Settlement Share Proportion"); and (3) multiplying each Participating Class Member's Cash Settlement Share Proportion by the Net QSF. (Stipulation at ¶ XIX(A)(2)(b).)

18. The scope of the release by all Participating Class Members (i.e., all Class Members other than those who elect not to participate in the Settlement) tracks the scope of Plaintiffs' allegations and claims that could have been asserted arising out of those allegations:

Upon the Effective Date of the Settlement, each and every Participating Class Member hereby releases, discharges, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all Claims [as that term is defined in Section II.G of the Stipulation] that have been asserted, or could have been asserted, up through and including the last day of the Class Period based upon the facts or allegations pled in any of the Complaints filed in the Lawsuits ("Claims Released By Participating Class Members").

(Stipulation at ¶ XXII(B).) The full text of the release for Participating Class Members is set forth in Section XXII(B) of the Stipulation along with its incorporation by reference of Section II.G of the Stipulation.

19. Any Class Member who so wishes may object to or comment on the Settlement; or elect not to participate in the Settlement. Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator, not later than 60 days after the Settlement Administrator mails the Notice, a request to be excluded from the Settlement.

(Stipulation at ¶ XI(B).) Class Members who wish to object to the Settlement must file with the District Court and serve on counsel for the Parties and the settlement administrator, not later than 60 days after the Settlement Administrator mails the Notice, a written comment on or objection

to the Settlement, setting forth the grounds for the comment or objection. (Stipulation at ¶ XI(C).) Defendant reserves the right to void the Settlement if 10% or more of the Class Members elect not to participate in the Settlement. (Stipulation at ¶ XII.)

20. By a separate motion, Plaintiffs and their counsel will seek, and Defendant has agreed not to oppose, Class Representative enhancements for the four Plaintiffs in amounts not to exceed \$12,000.00 each in compensation for their services as the Class Representatives. (Stipulation at ¶ VI.) In addition, the motion will request approval of attorney's fees in an amount not to exceed One Million Four Hundred Forty Thousand Dollars (\$1,440,000), which will be at most approximately 40% of the Cash Settlement Payment and 7.75% of the Total Settlement Value, and an award of litigation costs and expenses not to exceed Ninety Thousand Dollars (\$90,000). (Stipulation at ¶ VI.)

21. Defendant shall pay the Cash Settlement Payment to the Settlement Administrator within thirty (30) days of the Effective Date of the Settlement. (Stipulation at ¶ XVIII.) The Settlement Administrator will distribute the Cash Payment Amount within thirty (30) days after receiving it. (Stipulation at ¶ XIX(B).)

22. The Parties scheduled a private mediation to take place before Steve Pearl, a highly respected and experienced mediator of employment class actions in California. Prior to mediation, the Plaintiffs engaged in extensive investigation, and Class Counsel received, among numerous other items, time records and payroll information for the members of the Class. Class Counsel analyzed the data with the assistance of damages expert DM&A and prepared and submitted a mediation brief to Mediator Pearl. As a result, the Parties reached an agreement based upon the experience of the Parties' attorneys as counsel in other wage and hour cases and also in light of the uncertainties of protracted and expensive litigation. Most importantly, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

23. Class Counsel has conducted a thorough investigation into the facts of the class action, including an extensive review of relevant documents and data, and has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing documents and data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the Stipulation is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and numerous potential arbitration, certification, trial, and appellate issues.

24. Plaintiffs and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years or more to resolve. Class Counsel has also taken into account the uncertain outcome and risk of protracted litigation, especially in complex actions such as this Action. Class Counsel is also mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the class action Settlement set forth in the Stipulation is in the best interest of the Class Members.

25. Here, a number of defenses asserted by Defendant presented serious threats to the claims of Plaintiffs and the other Class Members. For example, Defendant contended that the FLSA settlement in *Campbell v. C.R. England, Inc.* extinguished the claims of many Class Members. Defendant also asserted the existence of arbitration agreements containing class action waivers for approximately 98% of the Class (and in fact produced orders from other lawsuits where individual arbitration was compelled). While Defendant strenuously asserted that it would have been able to compel all of the Plaintiffs' claims to individual arbitration, it also made it clear it would have appealed any ruling by the District Court denying individual

arbitration. Thus, this Action could have been delayed for years even if Plaintiffs were somehow able to overcome the fact that they agreed to individually arbitrate their claims. Furthermore, there is a significant risk that, if this Action was not settled, Plaintiffs would be unable to obtain class certification and thereby not recover on behalf of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the propriety of class certification, arguing that individual issues precluded class certification. Defendant cited many cases which found certification inappropriate under analogous facts. The existence of arbitration agreements for the vast majority of the absent class members also made class certification problematic. As such, class certification in this action would have been hotly disputed and was by no means a foregone conclusion.

26. Putting aside the arbitration and certification issues, Plaintiffs also faced significant challenges on the merits. Recent Federal regulations by the Secretary of Transportation, 83 Fed. Reg. 67470 (2018), now provide that the meal and rest break claims asserted in this Action are preempted under 49 U.S.C. § 31141(c), and numerous courts have so held, including in other cases litigated by Class Counsel. *See, e.g., Henry v. Cent. Freight Lines, Inc.*, 2019 WL 2465330, \*4(E.D. Cal. June 13, 2019); *Ayala v. U.S. Xpress Enters.*, 2019 WL 1986760, \*2-\*3(C.D. Cal. May 2, 2019); *Robinson v. Chefs' Warehouse, Inc.*, 2019 WL 4278926, \*3-\*4 (N.D.Cal. September 10, 2019). Defendant also argued that Plaintiffs' state law claims are preempted by the Federal Aviation Administration Authorization Act of 1994 ("FAAAA"). With respect to Plaintiffs' Contract-related claims, Defendant maintained that the driving school tuition expenses its Contract imposed under certain circumstances were lawful education charges under California law. *See USS-Posco Industries v. Case*, 244 Cal. App. 4th 197 (Cal. App. 2016) (concluding that training program and expenses nearly identical to those at issue here did not violate California statutes prohibiting employers from passing on operating

expenses to employees); *Hendrickson v. Octagon Inc.*, 225 F. Supp. 3d 1013, 1027 (N.D. Cal. 2016) (under California law, employer may “recoup the cost of training a former employee if the employee leaves within a specified period of time.”)

27. The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members’ claims well before this Action was filed in early 2016. Class Counsel also obtained production of extensive employment and payroll records along with other documentation. Class Counsel engaged in an extensive review and analysis of the relevant documents and data with the assistance of experts. Class Counsel is experienced in handling wage and hour class actions on behalf of truck drivers. In fact, one of the firms involved as Class Counsel was also lead counsel in the *Jasper* action referenced above (which settlement the Central District of California had no reservations approving). Class Counsel have also collectively litigated at least twelve other wage and hour class actions on behalf of drivers against trucking companies. Accordingly, Class Counsel is very familiar with the trucking industry in general and Defendant in particular, and the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

28. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the Stipulation is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, many defenses asserted by Defendant, and numerous potential liability and

appellate issues. Defendant and Defendant's counsel also agree that the Settlement is fair and reasonable. There can be no doubt that Counsel for both Parties, but most importantly counsel for Plaintiffs, possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. Class Counsel also conducted significant investigation and due diligence to confirm the accuracy of the information supplied by Defendant. The stage of the proceedings factor thus weighs in favor of granting preliminary approval.

29. This Court should conditionally certify a class for settlement purposes that consists of "all current and former truck drivers employed by Defendant in the State of California during the Class Period [...]. The Class thus includes employee truck drivers of every kind who worked for Defendant in the State of California during the Class Period, including, but not limited to, drivers, truck drivers, truck workers, industrial truck workers, industrial truck drivers, Phase I drivers, Phase II drivers, driver trainees, student drivers, and/or any other similar job designation or description that involved driving a truck for Defendant." (Stipulation at ¶ II(H).) The Class Period is March 12, 2014 and continuing up through sixty (60) days after the Stipulation was signed by all Parties or the Preliminary Approval Date, whichever date is earlier. (Stipulation at ¶ II(L).)

A. **Numerosity:** Here, the Settlement Class is composed of more than 12,600 Class Members, which is sufficiently numerous for settlement purposes.

B. **Commonality:** Here, common questions of law and fact, as alleged by Plaintiffs, are present, including, among other things, the following issues: (a) Whether Defendant failed to pay Class Members minimum wages; (b) Whether Defendant failed to pay Class Members any overtime wages; (c) Whether Defendant failed to provide accurate, itemized wage statements to the Class Members; (d) Whether Defendant failed to maintain accurate, itemized wage statements for the Class Members; (e) Whether Defendant failed to reimburse Class Members for required business expenses; (f) Whether Defendant took any unlawful



deductions from Class Members; (g) Whether Defendant failed to provide off-duty meal and rest periods; (h) Whether Defendant failed to timely pay all wages owed to Class Members upon termination of their employment; (i) Whether Defendant failed to timely pay all wages owed to Class Members each pay period; (j) Whether Defendant followed a consistent policy and practice of allegedly imposing unlawful wage deductions and payment of expenses by, *inter alia*: requiring Class Members to pay out of their own pockets for the Premier Truck Driving School; requiring Class Members to purportedly patronize Defendant's own for-profit training and finance program; and deducting from wages for training costs, alleged "liquidated damages," usurious interest rates, and other sums supposedly owed to Defendant; (k) Whether Defendant made false representations to Class Members that the actual out-of-pocket cost to Defendant for its training was in excess of \$5,000, that full-time work would be "guaranteed" by Defendant for at least the mandated nine-month term of employment, that during this "guaranteed" employment period their employment would not be terminable "at will" on the same basis as other Defendant employees, but rather would be terminable only for demonstrated "good cause", and that Defendant would fully pay the cost of training on their behalf and thereby cause the Promissory Note to be satisfied and discharged upon completion of their nine-month term of employment; (l) Whether Defendant violated California's unfair competition law; (m) Whether Defendant charged usury interest rates in excess of 18% to Class Members pursuant to the terms of Promissory Notes which were allegedly required to obtain employment with Defendant.

C. **Typicality:** In the instant case, there can be little doubt that the typicality requirement is fully satisfied. Here, Plaintiffs are members of the proposed Settlement Class; i.e., each was employed by Defendant as a truck driver in California at some time during the Class Period. (Declaration of Gradie ¶ 3; Declaration of Harper at ¶ 2; Declaration of Mitchell at ¶ 2; Declaration of Stevenson at ¶ 2.) Plaintiffs, like all other class members, were subject to Defendant's compensation system and other wage and hour practices, which they allege deprived them of legally-required meal and rest breaks and of legally-required minimum, regular and overtime wages. (Declaration of Gradie ¶ 3; Declaration of Harper at ¶¶ 3, 5; Declaration of

Mitchell at ¶¶ 3, 5; Declaration of Stevenson at ¶¶ 3, 5.) Finally, Plaintiffs attended the Premier driving school, entered into Driver Education and Employment Contracts (or similar tuition-related agreements) with Defendant, and Plaintiff Gradie was assessed the allegedly improper liquidated damages and interest upon termination of his Contract. (Declaration of Gradie at ¶¶ 2-4.) Thus, the claims of both Plaintiffs and the members of the Class arise from the same course of conduct by Defendant, involve the same issues, and are based on the same legal theories.

D. **Adequacy:** Plaintiffs have provided adequate representation of the interests of the Class, including with respect to ensuring that: (1) they and their counsel do not have any conflicts of interest with other Class Members and (2) they and their counsel will vigorously prosecute this Action on behalf of the class. *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1187-88 (10th Cir. 2002). These requirements are met here for the following reasons. First, neither Plaintiffs nor their counsel have any conflicts of interests with other Class Members. Both Plaintiffs and putative class members seek monetary relief under the same set of facts and legal theories. They have a shared interest in ensuring that they are provided with legally-required meal and rest periods, that they are paid all wages they are owed for all hours they have worked and that any Contracts they signed were lawful. They also have a shared interest in ensuring that they do not bear any expenses that are legally required to be borne by their employer or that they are forced to pay allegedly improper liquidated damages or interest to Defendant. Second, Plaintiffs and their counsel vigorously prosecuted this Action on behalf of the Settlement Class. Plaintiffs are well aware of their duties as the representatives of the Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively communicated with Class Counsel, providing documents to Class Counsel, and participated extensively in the investigation of the Action. The personal involvement of the Plaintiffs was essential to the prosecution of the Action and the Settlement reached. Plaintiffs also retained competent counsel with extensive experience in class actions. Third, there is no antagonism between the interests of Plaintiffs and those of the Class. Both Plaintiffs and the Class Members seek monetary relief under the same set of facts and legal theories.

E. **Predominance:** Here, the adjudication of the common issues surrounding Defendant's uniform and systematic employment policies and other alleged misconduct could establish Defendant's liability on a class-wide basis. For example, Plaintiffs contend that Defendant engaged in a uniform course of failing to pay legally required wages and failed to properly provide meal and rest periods as required by California law, which resulted in a systematic failure to provide compensation as required by California law and that Defendant's policies with respect to these issues are uniform. (Declaration of Gradie at ¶ 3; Harper at ¶ 4; Declaration of Mitchell at ¶ 4; Declaration of Stevenson at ¶ 4.) The only question is whether Defendant's conduct supports a meritorious claim for liability. Such suits challenging the legality of a standardized course of conduct are generally appropriate for resolution by means of a class action. *See, e.g., Menocal v. GEO Grp., Inc.*, 882 F.3d 905, 925 (10th Cir. 2018). In *Menocal*, the Tenth Circuit reiterated that certification "requires only a single question of law of fact common to the entire class." *Id.*, at 914. Accordingly, Plaintiffs maintain that the common issues of law and fact present in this case predominate.

F. **Superiority:** Here, a class action is the superior mechanism for the settlement of the claims as pled by Plaintiffs and the distribution of the funds to the Class.

30. Over the course of the litigation, a number of attorneys in my firm have worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #2. Some of the major cases our firm has undertaken are also set forth in Exhibit #2. The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive litigation experience, much of it in the area of wage and hour class actions, unfair business practices and other complex litigation. The attorneys at my firm also have extensive experience in cases involving Labor Code violations and other wage and hour claims. My firm has been approved as qualified class counsel in state and federal courts throughout California. We have litigated similar cases against other employers, including several class actions on behalf of truck driver employees alleging claims similar to the claims in this case. It is this level of

experience which enabled me and my firm to undertake the instant matter and to successfully combat the resources of the Defendant and their capable and experienced counsel.

31. The Parties have agreed upon procedures by which the Class will be provided with written notice of the Settlement similar to that approved and utilized in hundreds of other class action settlements. The Parties have agreed to a Class Notice, attached to the Stipulation as Exhibit “A”, which is hereby submitted to the District Court for review and approval. The Class Notice includes information regarding the nature of the litigation; a summary of the substance of the Settlement, including Defendant’s denial of liability; the definition of the Class; the procedure and time period for objecting to the Settlement and participating in the Final Approval hearing; a statement that the District Court has preliminarily approved the Settlement; and information regarding the settlement procedures. This notice program was designed to meaningfully reach the largest possible number of potential Class Members. The mailing and distribution of the Class Notice satisfies the requirements of due process and is the best notice practicable under the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

I declare under penalty of perjury under the laws of the United States and the State of Utah that the foregoing is true and correct. Executed this 24th day of February, 2020, at San Diego, California.

/s/ Kyle Nordrehaug  
Kyle Nordrehaug

**EXHIBIT #1**

**THE VAN VLECK LAW FIRM**  
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Attorneys for Defendant  
C.R. ENGLAND, INC.

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

WILLIAM H. GRADIE, MILTON  
HARPER, RONNIE STEVENSON,  
AND JONATHAN MITCHELL,  
individuals, on behalf of themselves,  
and on behalf of all persons similarly  
situated,

Plaintiffs,

vs.

C.R. ENGLAND, INC., a  
Corporation; and DOES 1-50,  
inclusive,

Defendant.

**JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT AND  
RELEASE OF CLAIMS**

Lead Case No. 2:16-cv-00768-DN  
Member Case No. 2:16-cv-01015-DN

1 Subject to its terms and conditions and the approval of the Court, this Joint  
 2 Stipulation of Class Settlement and Release of Claims (the “Stipulation” or  
 3 “Settlement”) is made and entered into by and among Plaintiffs William H. Gradie,  
 4 Milton Harper, Ronnie Stevenson, and Jonathan Mitchell (“Plaintiffs” or “Class  
 5 Representatives”), in their individual capacities and on behalf of the putative class  
 6 as defined below, on the one hand, and Defendant C.R. England, Inc.  
 7 (“Defendant”), on the other hand. Plaintiffs and Defendant are jointly referred to  
 8 in this Stipulation as the “Parties.” This Stipulation is subject to the approval of  
 9 the Court and is made for the sole purpose of consummating the settlement of this  
 10 Action on a class-wide basis subject to the following terms and conditions.<sup>1</sup> As  
 11 detailed below, in the event the Court does not enter an order granting final  
 12 approval of the Settlement or the conditions precedent are not met for any reason,  
 13 this Stipulation shall be null and void and shall be of no force or effect whatsoever  
 14 in any proceeding of any kind.

15 **I. TERMS OF STIPULATION AND AGREEMENT OF**  
 16 **SETTLEMENT**

17 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by  
 18 and among the proposed Class Representatives William H. Gradie, Milton Harper,  
 19 Ronnie Stevenson, and Jonathan Mitchell (for themselves individually and on  
 20 behalf of all of the Participating Class Members), and Defendant, with the  
 21 assistance of their respective counsel, that, as among the Settling Parties, the  
 22 Action, the Plaintiffs’ Released Claims, the Claims Released By Participating Class  
 23 Members, and Class Counsel’s Released Claims (as these capitalized terms are  
 24 defined below) shall be finally and fully compromised, settled, and released, and  
 25 the Action shall be dismissed with prejudice, as to all Settling Parties (including  
 26 the Plaintiffs and Participating Class Members), upon and subject to the terms and

27 \_\_\_\_\_  
 28 <sup>1</sup> The settlement of this Action shall also dispose of the Harper Lawsuit and  
 Declaratory Relief Action as discussed in more detail below.

1 conditions of this Stipulation.

2 **II. DEFINITIONS**

3 As used in this Stipulation, the following terms shall have the meanings  
4 specified below. To the extent terms or phrases used in this Stipulation are not  
5 specifically defined below, but are defined elsewhere in this Stipulation, they are  
6 incorporated by reference into this definition section.

7 A. “Action” means the putative class action captioned *William H. Gradie*  
8 *et al. vs. C.R. England, Inc.*, Case No. 2:12-cv-00786-DN, now pending in the  
9 United States District Court for the District of Utah. The Action was originally  
10 filed in the Superior Court of the State of California for the County of Los Angeles  
11 as Case No. BC617647 on April 20, 2016, timely removed to the United States  
12 District Court for the Central District of California by Defendant on May 20, 2016,  
13 and transferred to United States District Court for the District of Utah on July 7,  
14 2016 pursuant to a mandatory forum selection clause agreed to by the named  
15 plaintiff. On November 25, 2019, a First Amended Complaint was filed in the  
16 Action.

17 B. “Harper Lawsuit” means the putative class action captioned *Milton*  
18 *Harper, Ronnie Stevenson, and Jonathan Mitchell v. C.R. England, Inc.*, Case No.  
19 2:16-cv-906-RJS-CMR (D. Utah). The Harper Lawsuit was originally filed in San  
20 Bernardino County Superior Court as Case No. CIVDS1401299, timely removed to  
21 the Central District of California by Defendant, and promptly transferred to United  
22 States District Court for the District of Utah pursuant to mandatory forum selection  
23 clauses agreed to by the named plaintiffs.

24 C. “Declaratory Relief Action” means the declaratory relief action  
25 captioned *William Gradie v. C.R. England, Inc.*, Case No. 2:16-cv-001015-DN (D.  
26 Utah).

27 D. “Lawsuits” refers to the following three cases: (1) the Action, (2) the  
28 Harper Lawsuit, and (3) the Declaratory Relief Action.



1 E. “Settlement Administrator” means the third-party claims  
2 administration firm jointly selected by the Parties (e.g., KCC Class Action  
3 Services) and approved by the Court.

4 F. “CAFA Notice” shall mean the notice of this Stipulation required to  
5 be sent by Defendant to the appropriate federal and state agencies as required by 28  
6 U.S.C. § 1715(b).

7 G. “Claims” means all state and federal claims, causes of action, and  
8 forms of relief that have been asserted, or that could have been asserted, based on  
9 or arising from the facts or allegations alleged in any of the Complaints in the  
10 Lawsuits, whether in an individual, class, collective, or representative capacity,  
11 including, but not necessarily limited to, all claims, causes of action, and relief  
12 alleged or that could have been alleged based on or arising out of the facts or  
13 allegations set forth in the operative First Amended Complaint in the Action. The  
14 Claims thus include, but are not limited to, all claims, causes of action, and  
15 associated relief regarding minimum wages, regular and straight time wages,  
16 overtime wages, hourly wages, piece-rate wages, wages for all time worked, wages  
17 for all miles driven, wages for both driving and non-driving time, wages for rest  
18 and recovery periods and all other non-productive time, and all other forms of  
19 wages and compensation of any kind whatsoever, off-the-clock work, payment of  
20 all wages owed each pay period, payment of all wages owed upon termination or  
21 cessation of employment, meal periods, rest periods, wage statements, pay records,  
22 employment and personnel records, business expenses of every kind (e.g., cell  
23 phones), deductions of every kind (e.g., charges associated with any Class  
24 Members’ attendance at the Premier Truck Driving School or third party school),  
25 waiting time penalties, civil penalties, any other penalties, premium compensation,  
26 misrepresentation, misclassification (i.e., exempt v. non-exempt), fraud, usury,  
27 interest, damages, liquidated damages, statutory damages, punitive damages,  
28 restitution, disgorgement, injunctive and declaratory relief, and attorneys’ fees and

1 costs, as well as claims under the California Private Attorneys General Act of 2004  
 2 (“PAGA”) and under the California Business & Professions Code §§ 16600 and  
 3 17200 *et seq.*, and any other claims, causes of action, relief or remedies that were  
 4 asserted or that could have been asserted, based upon or arising out of the facts and  
 5 allegations actually pleaded in the First Amended Complaint in the Action.

6 Without in any way limiting the nature of the foregoing, the Claims include all  
 7 claims not known or suspected to exist, against Defendant under state, federal or  
 8 local wage and hour laws or regulations, including all of the statutes, regulations,  
 9 rules, and wage orders expressly referenced in the First Amended Complaint in the  
 10 Action along with any additional statutes, regulations, rules, and Industrial Welfare  
 11 Commission wage orders that could have been asserted arising out of the facts and  
 12 allegations actually pleaded in any of the Complaints in the Lawsuits, including,  
 13 but not limited to, claims based, in whole or in part, on California Labor Code §§  
 14 200 through 204, 204b, 204.2, 206, 206.5, 208, 210, 212, 216, 218, 218.5, 218.6,  
 15 221 through 224, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 229, 256, 432, 432.5, 450,  
 16 451, 510, 512, 551, 552, 558, 970, 971, 972, 1174, 1174.5, 1175, 1182.11,  
 17 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802 through  
 18 2804, 2810.5, 2698 *et seq.*, and 2699, Wage Order No. 9-2001 as well as any prior  
 19 iteration or version of that wage order, California Civil Code §§ 1912 *et. seq.*,  
 20 3287, and 3289, California Code of Civil Procedure § 1021.5, California Business  
 21 & Professions Code Sections §§ 16600 and 17200 *et seq.*, title 8 of the California  
 22 Code of Regulations § 11090, and claims arising under the Fair Labor Standards  
 23 Act, 29 U.S.C. §§ 201 *et seq.*

24 H. “Class” means all truck drivers employed by Defendant in the State of  
 25 California during the Class Period (defined in Paragraph L below). The Class thus  
 26 includes employee truck drivers of every kind who worked for Defendant in the  
 27 State of California during the Class Period, including, but not limited to, drivers,  
 28 truck drivers, truck workers, industrial truck workers, industrial truck drivers,

1 Phase I drivers, Phase II drivers, driver trainees, student drivers, and/or any other  
2 similar job designation or description that involved driving a truck for Defendant.

3 I. “Class Counsel” means the law firms of Blumenthal Nordrehaug  
4 Bhowmik De Blouw LLP and The Van Vleck Law Firm.

5 J. “Class Member” means a member of the Class, including Plaintiffs  
6 and all absent class members.

7 K. “Class Notice” means the notice of the settlement contemplated by  
8 this Stipulation of the Fairness Hearing that is to be sent to Class Members after  
9 the Court grants preliminary approval of the Settlement, substantially in the form  
10 attached to this Stipulation as Exhibit A.

11 L. “Class Period” means the period of time beginning on and including  
12 March 12, 2014 and continuing up through sixty (60) days after this Stipulation is  
13 signed by all Parties or the Preliminary Approval Date, whichever date is earlier.<sup>2</sup>

14 M. “Class Representatives” means William H. Gradie, Milton Harper,  
15 Ronnie Stevenson, and Jonathan Mitchell, who are the named Plaintiffs and  
16 proposed Class Representatives in this Action.

17 N. “Complaints” shall collectively mean all of complaints filed in the  
18 three Lawsuits, which includes the following: (1) the original Complaint filed in  
19 the Action on April 20, 2016, (2) the operative First Amended Complaint filed in  
20 the Action on November 25, 2019, (3) the original complaint filed in the Harper  
21 Lawsuit on February 1, 2016, (4) the first amended complaint filed in the Harper  
22 Lawsuit on April 12, 2016, (5) the second amended complaint filed in the Harper  
23 Lawsuit on July 11, 2016, and (6) the original complaint filed in the Declaratory  
24 Relief Action on September 29, 2016.

25 O. “Counsel for Defendant” means the law firms of Nossaman LLP and

26  
27 <sup>2</sup> The Class Period only goes back to March 12, 2014 because the claims of Class  
28 Members prior to that date are barred by a previous class action settlement that  
Defendant entered into with its California truck driver employees in a case entitled  
*Jasper et al. v. C.R. England, Inc. et al.*, Central District of California Case  
No. 2:08-CV-05266 GW-CW.

1 Ray, Quinney & Nebeker PC.

2 P. “Court” means the United States District Court for the District of  
3 Utah.

4 Q. “Day” or “days” means calendar days unless specifically stated  
5 otherwise in this Stipulation.

6 R. “Defendant” shall mean C.R. England, Inc.

7 S. “Effective Date of the Settlement” shall be when the Settlement is  
8 considered Final. For purposes of the Settlement, “Final” means (i) in the event  
9 there are no objectors to the Settlement, sixty-five (65) days after the Court issues  
10 an order finally approving the Settlement; or, (ii) in the event that one or more  
11 timely objections has/have been filed and not withdrawn, then upon the passage of  
12 the applicable date for an objector to seek appellate review of the District Court’s  
13 order of final approval of the Settlement, without a timely appeal having been  
14 filed; or, (iii) in the event that a timely appeal of the Court’s order of final approval  
15 has been filed, then the Settlement shall be final when the applicable court has  
16 rendered a final decision or opinion affirming the Court’s final approval without  
17 material modification, and the applicable date for seeking further appellate review  
18 has passed, or the date that any such appeal has been either dismissed or withdrawn  
19 by the appellant. Defendant will fund the settlement within thirty (30) days of the  
20 Final date.

21 T. “Election Not to Participate in Settlement” means the written and  
22 signed request by a Class Member through which a Class Member may elect to  
23 exclude himself or herself from the Settlement.

24 U. “Fairness Hearing” means the hearing to be scheduled by the Court in  
25 the Action to consider the Parties’ joint motion for entry of the Final Approval  
26 Order, Plaintiffs’ motion for the Plaintiffs’ Service Payment, Class Counsel’s  
27 motion for attorneys’ fees and costs, and any timely-filed objections by Class  
28 Members to any of the foregoing.

1 V. “Final Approval Order” means the Court’s order granting final  
2 approval of the Settlement in the Action, which will constitute a “judgment” within  
3 the meaning of Federal Rule of Civil Procedure 58(a), substantially in the form  
4 attached to this Stipulation as Exhibit C.

5 W. “Notice Materials” means the Class Notice substantially in the form  
6 attached to this Stipulation as Exhibit A.

7 X. “Participating Class Member” means a Class Member who does not  
8 timely submit a valid Election Not to Participate in Settlement.

9 Y. “Parties” shall mean Plaintiffs and Defendant.

10 Z. “Plaintiffs” mean William H. Gradie, Milton Harper, Ronnie  
11 Stevenson, and Jonathan Mitchell, who are the named Plaintiffs in the Action and  
12 the Class Representatives.

13 AA. “Plaintiffs’ Service Payment” means the service payment to be  
14 requested from the Court in the Action and, if awarded, paid to the Plaintiffs out of  
15 the QSF as compensation for their service to the Class, the risks incurred and their  
16 execution of a general release.

17 BB. “Preliminary Approval Date” means the date on which the Court  
18 enters the Preliminary Approval Order in the Action.

19 CC. “Preliminary Approval Order” means the Court’s order granting  
20 preliminary approval of the Settlement, ordering the mailing of the Notice  
21 Materials and scheduling the Fairness Hearing, substantially in the form attached to  
22 this Stipulation as Exhibit B.

23 DD. “Qualified Settlement Fund” or “QSF” means the qualified settlement  
24 fund set up by the Settlement Administrator for the Cash Settlement Payment.

25 EE. “Claims Released By Participating Class Members” shall mean the  
26 Claims and all rights under the California Civil Code section 1542 (“Section  
27 1542”) related to those Claims from the beginning date of the Class Period up  
28 through the end date of the Class Period, as discussed in more detail in Section

1 XXII.B below. The Claims Released By Participating Class Members covers the  
2 period of time during the Class Period, including the first date and last date thereof  
3 and every date in between.

4 FF. "Released Parties" shall mean C.R. England, Inc. and its parent  
5 companies, subsidiaries, divisions and other affiliated or related entities, past and  
6 present, as well as all of the aforementioned entities' (including, but not limited to  
7 Defendant's) employees, officers, directors, agents, attorneys, insurers, partners,  
8 shareholders, owners, representatives, joint venturers, and successors and assigns  
9 of each.

10 GG. "Settlement" shall mean the Settlement between the Parties, which is  
11 memorialized in this Stipulation.

12 HH. "Cash Settlement Payment" means the all in non-reversionary  
13 payment by Defendant of Three Million Six Hundred Thousand Dollars and No  
14 Cents (\$3,600,000.00) to fund the QSF pursuant to this Stipulation. Aside from the  
15 Debt Forgiveness described in Section II.LL below, the Cash Settlement Payment  
16 will be the sole source and total payment by Defendant, under this Stipulation, to  
17 resolve all Claims asserted in this Action and other Lawsuits, as well as any claims  
18 arising out of the same facts, allegations, transactions or occurrence occurring  
19 during the Class Period, including employee tax withholdings and the employer's  
20 share of payroll taxes on that portion of the Cash Settlement Payment designated as  
21 wages. This is not a "claims made" or "reversionary" Settlement, meaning no  
22 amount of the QSF shall revert to Defendant for any reason so long as the  
23 Settlement is approved and it becomes completely Final. In addition, Participating  
24 Class Members will not need to submit a claim form to recover under this  
25 Settlement. The QSF shall include all payments involved in effectuating the  
26 Settlement, including but not limited to: all Service Payments to the four named  
27 Plaintiffs, all attorneys' fees, costs and expenses of Class Counsel awarded by the  
28 Court, including all such fees and costs incurred in documenting the Settlement,

1 and obtaining a dismissal of both the Action and Declaratory Relief Action with  
 2 prejudice (and a dismissal of the Harper Lawsuit without prejudice); all employee  
 3 and employer tax withholdings; all payments allocated to the Labor and Workforce  
 4 Development Agency (“LWDA”) in connection with PAGA; and all costs of  
 5 settlement administration, in the amounts approved by the Court. The remaining  
 6 amount, which is all payments to Participating Class Members, is the “Net QSF.”

7 II. “Cash Settlement Share” means each Participating Class Member’s  
 8 allocated share of the Net QSF as described in Section XIX below.

9 JJ. “Settling Parties” means the Released Parties (as defined above in  
 10 Section II.FF) and the Class Representatives on behalf of themselves and all other  
 11 Participating Class Members.

12 KK. “Stipulation” shall mean this Joint Stipulation of Class Action  
 13 Settlement and Release of Claims, including Exhibits A, B, and C.

14 LL. “Forgiven Debt” or “Debt Forgiveness” means the amounts claimed to  
 15 be owed to Defendant by Participating Class Members on account of liquidated  
 16 damages (set at exactly \$2,500) and interest under a Driver Education and  
 17 Employment Contract, related tuition agreement, or related promissory note. The  
 18 value of the Debt Forgiveness equals at least Fifteen Million Dollars and No Cents  
 19 (\$15,000,000.00) as set forth in Section XX below.

20 MM. “Total Settlement Value” means the combined value of the Cash  
 21 Settlement Payment and the Forgiven Debt. The Total Settlement Value equals in  
 22 excess of Eighteen Million Six Hundred Thousand Dollars and No Cents  
 23 (\$18,600,000.00) in cash and non-cash consideration.

### 24 **III. RECITALS**

25 A. Plaintiff William H. Gradie attended Defendant’s Premier Truck  
 26 Driving School (“Premier”) in August 2015. He financed his Premier tuition  
 27 through a loan from Defendant and entered into a Driver Education and  
 28 Employment Contract with Defendant in which he agreed, among other things, to



1 work as a truck driver exclusively for Defendant for nine months after obtaining  
2 his commercial driver's license ("CDL") and Defendant agreed, among other  
3 things, to pay any amounts owing on his tuition loan when he completed the nine-  
4 month term of the Driver Education and Employment Contract. After Plaintiff  
5 Gradie graduated from Premier and obtained his CDL in August 2015, he was  
6 employed as a truck driver by Defendant for less than one month (i.e., from August  
7 20, 2015 through September 2, 2015).

8 B. On April 20, 2016, Plaintiff Gradie filed the original complaint in this  
9 Action in the Superior Court of the State of California for the County of Los  
10 Angeles, on behalf of himself and a putative class. On May 20, 2016, Defendant  
11 removed the Action to the United States District Court for the Central District of  
12 California. On July 7, 2016, the Action was transferred to the District of Utah  
13 pursuant to a stipulation approved by the court that was entered into between  
14 Plaintiff Gradie and Defendant.

15 C. Plaintiff Milton Harper attended Premier in November 2012. He  
16 financed his Premier tuition through a loan from a lender and entered into a loan  
17 addendum providing that the lender would undertake no efforts to collect the  
18 amounts he owed to the lender during the first six months after he obtained his  
19 CDL provided that he was employed by Defendant during that period and that  
20 Defendant would pay the lender the full amount of what he owed to the lender  
21 upon his completion of six months of employment with Defendant. After Mr.  
22 Harper graduated from Premier and obtained his CDL in December 2012, he was  
23 employed as a truck driver by Defendant from December 6, 2012 through February  
24 20, 2017.

25 D. Plaintiff Ronnie Stevenson attended Premier in September 2013. He  
26 financed his Premier tuition through a loan from a lender and entered into a loan  
27 addendum providing that the lender would undertake no efforts to collect the  
28 amounts he owed to the lender during the first nine months after he obtained his



1 CDL provided that he was employed by Defendant during that period and that  
2 Defendant would pay the lender the full amount of what he owed to the lender  
3 upon his completion of nine months of employment with Defendant. After  
4 Plaintiff Stevenson graduated from Premier and obtained his CDL in October 2013,  
5 he was employed as a truck driver by Defendant from October 2, 2013 through  
6 November 2014. He resigned his employment with Defendant in November 2014,  
7 but was rehired in March 2015 and was employed as a truck driver by Defendant  
8 from March 26, 2015 through June 13, 2016.

9 E. Plaintiff Jonathan Mitchell attended Premier in June 2013. He  
10 financed his Premier tuition through a loan from a lender and entered into a loan  
11 addendum providing that the lender would undertake no efforts to collect the  
12 amounts he owed to the lender during the first nine months after he obtained his  
13 CDL provided that he was employed by Defendant during that period and that  
14 Defendant would pay the lender the full amount of what he owed to the lender  
15 upon his completion of nine months of employment with Defendant. After  
16 Plaintiff Mitchell graduated from Premier and obtained his CDL in July 2013, he  
17 was employed as a truck driver by Defendant from July 11, 2013 through  
18 September 1, 2017.

19 F. On February 1, 2016, Plaintiff Harper filed a lawsuit against  
20 Defendant in the Superior Court of the State of California for the County of San  
21 Bernardino on behalf of himself and a putative class (i.e., the Harper Lawsuit). On  
22 April 12, 2016, Harper filed an amended complaint in the Harper Lawsuit, adding  
23 Plaintiffs Stevenson and Mitchell as named plaintiffs. On July 11, 2016, Plaintiffs  
24 Harper, Stevenson and Mitchell filed a second amended complaint in the Harper  
25 Lawsuit. On August 24, 2016, Defendant removed the Harper Lawsuit to the  
26 United States District Court for the Central District of California. On August 26,  
27 2016, the Harper Lawsuit was transferred to the District of Utah pursuant to a  
28 stipulation approved by the court that was entered into between the three named

1 plaintiffs and Defendant. On December 20, 2019, as a material condition of this  
2 Settlement, Plaintiffs Harper, Stevenson and Mitchell dismissed the Harper  
3 Lawsuit without prejudice.

4 G. On September 29, 2016, Plaintiff Gradie filed the Declaratory Relief  
5 Action against Defendant. The Declaratory Relief Action was subsequently  
6 deemed related to this Action.

7 H. On November 25, 2019, Plaintiffs filed a First Amended Complaint in  
8 this Action, adding Plaintiffs Harper, Stevenson and Mitchell as named Plaintiffs  
9 and all claims asserted in the Harper Lawsuit. In their First Amended Complaint in  
10 this Action, Plaintiffs assert, among other things, the following claims against  
11 Defendant: (1) unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200  
12 *et seq.*; (2) failure to pay minimum wages under the California Labor Code,  
13 applicable Wage Orders, and corresponding regulations; (3) failure to pay regular  
14 wages, straight time wages, and overtime wages under the California Labor Code,  
15 applicable Wage Orders, and corresponding regulations; (4) failure to provide  
16 accurate itemized wage statements; (5) failure to maintain copies of accurate  
17 itemized wage statements; (6) failure to reimburse for all business-related expenses  
18 under the California Labor Code; (7) unlawful deductions in violation of the  
19 California Labor Code; (8) failure to provide meal periods as required under the  
20 California Labor Code, applicable Wage Orders, and corresponding regulations;  
21 (9) failure to provide rest periods as required under the California Labor Code,  
22 applicable Wage Orders, and corresponding regulations; (10) failure to timely pay  
23 wages due in violation of California Labor Code §§ 201-203 *et seq.*; (11) failure to  
24 pay all wages owed on regularly scheduled paydays in violation of California  
25 Labor Code §§ 204 *et seq.*; (12) misrepresentation in violation of California Labor  
26 Code §§ 970 through 972 *et seq.*; (13) usury, and; (14) failure to comply with the  
27 Private Attorneys' General Act of 2004 (i.e., California Labor Code § 2698 *et*  
28 *seq.*). Plaintiffs' First Amended Complaint seeks, *inter alia*, unpaid wages of all

1 types, damages, penalties, civil penalties, liquidated damages, statutory damages,  
2 punitive damages, restitution, reimbursement, interest, attorney fees, litigation  
3 costs, injunctive relief, declaratory relief, and any other equitable or legal relief  
4 allegedly due and owing to Plaintiffs and the other Class Members by virtue of the  
5 foregoing claims.

6 I. Plaintiffs purport to assert the claims alleged in the First Amended  
7 Complaint in this Action on behalf of a class consisting of all current and former  
8 truck drivers employed by Defendant in the State of California from March 12,  
9 2014 up through and including sixty (60) days after the effective date of this  
10 Stipulation or the Preliminary Approval Date, whichever date is earlier (“Class  
11 Period”).

12 J. On June 13, 2019, the Parties participated in a good-faith, arms-length  
13 mediation presided over by Mediator Steve Pearl. Mediator Pearl continued to  
14 negotiate with the parties over the entire day and was ultimately able to reach a  
15 settlement between the Parties, the principal terms of which were memorialized by  
16 the Parties in a binding Memorandum of Understanding agreed to in principle on  
17 June 13, 2019 and fully executed by all Parties on July 15, 2019. Based on those  
18 negotiations and arms-length settlement discussions between the Parties, the  
19 Parties agreed to settle the Action and other Lawsuits on the terms and conditions  
20 set forth in this Stipulation.

21 K. In the course of litigating the Action and other Lawsuits, Defendant  
22 provided payroll and employment data and other information regarding the Class  
23 Members to Plaintiffs and Class Counsel. The information provided to Class  
24 Counsel by Defendant consisted of gigabytes of data and many thousands of pages  
25 of materials. Defendant also provided Plaintiffs with their entire personnel files,  
26 various employee policies, procedures, and manuals, exemplar wage statements,  
27 earnings and other compensation materials, information about the Premier Truck  
28 Driving School and third party schools, the settlement agreements in two prior

1 wage and hour class actions, multiple arbitration agreements containing class  
2 action waivers, various employment contracts, and numerous other documents and  
3 information.

4 L. Based on that data, and their own independent investigation and  
5 evaluation, Class Counsel has thoroughly analyzed the value of the Class  
6 Members' claims during the prosecution of this Action and the other Lawsuits.  
7 This discovery, investigation, and prosecution has included, among other things:  
8 (a) multiple conferences with Plaintiffs' counsel; (b) inspection and analysis of the  
9 documents and materials produced by Defendant; (c) analysis of the various legal  
10 positions taken and defenses raised by Defendant; (d) investigation into the  
11 viability of class treatment of the claims asserted in the Action, including, but not  
12 limited to, recent federal court case law denying class certification in a case  
13 involving a trucking company; (e) analysis of potential class-wide damages;  
14 (f) research of the applicable law with respect to the claims asserted in the  
15 Complaints (and in the complaints filed in the Harper Lawsuit and Declaratory  
16 Relief Action) and the potential defenses thereto (including, but not limited to, the  
17 existence of arbitration agreements prohibiting class actions, preemption defenses,  
18 merit-based defenses, etc.); (g) the exchange of information through informal  
19 discovery; and (h) assembling data for calculating damages.

20 M. The discovery conducted in this matter, as well as discussions between  
21 counsel, have been adequate to give the Class Representatives and Class Counsel a  
22 sound understanding of the merits of their positions and to evaluate the worth of  
23 the claims of the Class Members in light of Defendant's many defenses to them.  
24 The discovery conducted in this Action and the Harper Lawsuit and the  
25 information exchanged by the Parties through discovery and mediation are  
26 sufficient to reliably assess the merits of the respective Parties' positions and to  
27 compromise the issues on a fair and equitable basis. As a result, the Parties hereto  
28 agree and represent to the Court that the Settlement is fair and reasonable.

1 N. Throughout the course of this Action and the Harper Lawsuit, the  
2 Parties have engaged in formal and informal settlement discussions. Specifically,  
3 the Parties engaged in mediation before Steve Pearl. After a full day of  
4 negotiations and extensive arms-length bargaining, the Parties reached an  
5 agreement in principle to settle the Action and other Lawsuits.

6 O. The Class Representatives and Class Counsel believe that the claims,  
7 causes of action, allegations and contentions asserted in the Action have merit.  
8 However, the Class Representatives and Class Counsel recognize and acknowledge  
9 the many risks, expense and delay of continued lengthy proceedings necessary to  
10 prosecute the Action against Defendant through trial and through appeals. Class  
11 Counsel has taken into account the uncertain outcome and the risk of any litigation,  
12 the risk of continued litigation in complex actions such as this, as well as the  
13 difficulties and delays inherent in such litigation, and the potential difficulty of  
14 maintaining the Action as a class action. Class Counsel is mindful of the inherent  
15 problems of proof under, and possible defenses to, the claims alleged in the Action.  
16 Class Counsel believes that the Settlement set forth in this Stipulation confers  
17 substantial benefits upon Plaintiffs and the Participating Class Members and that  
18 an independent review of this Stipulation by the Court in the approval process will  
19 confirm this conclusion. Based on their own independent investigation and  
20 evaluation, Class Counsel have determined that the Settlement set forth in the  
21 Stipulation is in the best interests of the Class Representatives and the Class  
22 Members.

23 P. Defendant has denied and continues to deny each and all of the claims  
24 and contentions alleged by Plaintiffs and all putative class members in the Action  
25 and other Lawsuits. Defendant has expressly denied and continues to deny all  
26 charges of wrongdoing or liability against it arising out of any of the conduct,  
27 statements, acts or omissions alleged, or that could have been alleged, in the Action  
28 or other Lawsuits. Defendant contends that it complied in good faith with

1 California wage and hour employment laws, did not misrepresent anything, and  
2 never charged anyone a usurious interest rate. Defendant further denies that, for  
3 any purpose other than settling this Action and other Lawsuits, these claims are  
4 appropriate for class, collective, or representative treatment of any kind.  
5 Nonetheless, Defendant has concluded that further conduct of the Action or other  
6 Lawsuits would be protracted and expensive and that it is desirable for economic  
7 reasons that the Action and other Lawsuits be fully and finally settled in the  
8 manner and upon the terms and conditions set forth in this Stipulation in order to  
9 limit further expense, inconvenience and distraction, to dispose of burdensome and  
10 protracted litigation, and to permit the operation of Defendant's business without  
11 further expensive litigation and the distraction and diversion of its personnel with  
12 respect to matters at issue in the Action and other Lawsuits. Defendant has also  
13 taken into account the uncertainty and risks inherent in any litigation, especially in  
14 complex cases such as the Action. Defendant has, therefore, determined that it is  
15 desirable and beneficial to it that the Action and other Lawsuits be settled in the  
16 manner and upon the terms and conditions set forth in this Stipulation. The Parties  
17 have agreed to the terms set forth herein without in any way acknowledging fault  
18 or liability. Therefore, nothing in this Settlement Agreement shall be deemed or  
19 used as an admission of liability, fault or wrongdoing by Defendant or as an  
20 admission that a class, representative, or collective action should be certified or  
21 allowed to go forward, and shall not be used for any purpose other than for  
22 settlement purposes and to enforce its terms.

23 Q. The Settlement set forth herein intends to achieve the following:  
24 (a) entry of an order approving the Settlement and granting the monetary and other  
25 relief set forth in this Stipulation to the Plaintiffs and Participating Class Members;  
26 (b) entry of judgment and dismissal with prejudice of the Action; (c) entry of  
27 judgment and dismissal with prejudice of the Declaratory Relief Action captioned  
28 *William Gradie v. C.R. England, Inc.*, Case No. 2:16-cv-001015-DN (D. Utah),

1 which was consolidated with the Action on or about January 23, 2017; and (d) the  
2 release and discharge of Defendant and all other Released Parties, and each of  
3 them, from liability for any and all of the released Claims as set forth in more detail  
4 in Section XXII below.<sup>3</sup>

5 R. Class Counsel and Plaintiffs are of the opinion that the Stipulation is  
6 fair, reasonable, and adequate and is in the best interest of the Class in light of,  
7 among other things, all known facts and circumstances, including the risk of  
8 significant delay, the size of the class, the substantial monetary benefits provided  
9 by the Settlement to Plaintiffs and the Participating Class Members, the defenses  
10 asserted by Defendant as to both class action certification and the merits of the  
11 claims, and potential appellate issues.

12 S. It is therefore the mutual desire of the Parties to fully, finally, and  
13 forever settle, compromise, and discharge all disputes and claims raised in the  
14 Lawsuits or that could have been asserted in the Lawsuits as more fully set forth  
15 herein. In order to achieve a full and complete release of the Released Parties, the  
16 Participating Class Members, by and through the Class Representatives,  
17 acknowledge that this Stipulation is intended to include and resolve all Claims that  
18 were pled in the Lawsuits as well as those Claims that could have been pled in the  
19 Lawsuits based upon the factual allegations of any of the Complaints in the  
20 Lawsuits (including, but not limited to, the operative First Amended Complaint in  
21 the Action), and as more fully set forth in Section XXII below.

22 T. This Stipulation represents a compromise of highly disputed claims.  
23 Nothing in this Stipulation is intended to, or may be construed as, an admission by  
24 Defendant or any of the other Released Parties that the claims in the Action or  
25 other Lawsuits have merit or that any of them has any liability to Plaintiffs or any  
26

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27 <sup>3</sup> In the event it has not been dismissed prior to the execution of this Stipulation,  
28 this Settlement also requires the immediate dismissal of the Harper Lawsuit  
without prejudice.



1 Class Member on those claims or any other claim, which Defendant and the  
2 Released Parties deny. By entering into this Settlement, Defendant and the  
3 Released Parties make no admission that they have engaged, or are now engaging,  
4 in any unlawful conduct. The Parties understand and acknowledge that this  
5 Stipulation is not an admission of liability and shall not be used or construed as  
6 such in any legal or administrative proceeding of any kind. This Stipulation shall  
7 further never be treated as an admission of liability by Defendant or any Released  
8 Party for any purpose whatsoever.

9 **IV. CONDITIONAL CLASS CERTIFICATION AND**  
10 **APPOINTMENT OF CLASS COUNSEL AND CLASS**  
11 **REPRESENTATIVES**

12 A. For purposes of this Stipulation and subject to the Court's approval,  
13 the Parties hereby stipulate that a Class defined as all truck drivers employed by  
14 Defendant in the State of California at any point from March 12, 2014 up through  
15 sixty (60) days after this Stipulation is signed by all Parties or the Preliminary  
16 Approval Date, whichever date is earlier, may be conditionally certified for  
17 settlement purposes only. If the Court grants preliminary approval of this  
18 Settlement, Defendant will prepare a list identifying all Class Members and provide  
19 the names and contact information of the individuals to the Settlement  
20 Administrator within forty-five (45) days from the Preliminary Approval Date.

21 B. For purposes of this Stipulation and subject to the Court's approval,  
22 the Parties hereby stipulate to the appointment of Class Counsel as counsel for the  
23 Class and the effectuation of the Settlement pursuant to this Stipulation.

24 C. For purposes of this Stipulation and subject to the Court's approval,  
25 the Parties hereby stipulate to the appointment of Plaintiffs as the Class  
26 Representatives for the Class.

27 **V. SETTLEMENT CONSIDERATION**

28 A. The Cash Settlement Payment and the Forgiven Debt shall constitute



1 adequate consideration for the Settlement and will be made in full and final  
2 settlement of: (a) all claims released by Plaintiffs and the Participating Class  
3 Members as described herein; (b) Class Counsel's claims for attorney fees and  
4 expenses; (c) the Settlement Administrator's expenses; (d) the LWDA payment;  
5 and, (e) any other obligation of Defendant under this Stipulation.

6 B. Each Participating Class Member, including Plaintiffs, shall receive a  
7 payment based on a formula calculated in accordance with Section XIX below.

8 C. For the purpose of calculating applicable taxes for the payment of the  
9 individual Cash Settlement Shares to each Participating Class Member (including  
10 any payment made to Plaintiffs but excluding Plaintiffs' Service Payment), the  
11 Parties agree for settlement purposes only that the Cash Settlement Shares will be  
12 characterized as 20% alleged wages and 80% alleged non-wages (e.g., interest,  
13 penalties, and reimbursements). Defendant shall not be separately responsible for  
14 payroll tax payments on any portion of the 1099 aspects of the Cash Settlement  
15 Payment relating to penalties and interest.

16 D. Neither the Settlement nor any amounts paid under it will modify any  
17 previously credited hours, days, or weeks of service under any employee benefit  
18 plan, policy or bonus program sponsored by Defendant. Such amounts will not  
19 form the basis for additional contributions to, benefits under, or any other monetary  
20 entitlement under Defendant's sponsored benefit plans, policies or bonus  
21 programs. The payments made under the terms of this Stipulation shall not be  
22 applied retroactively, currently, or on a going forward basis, as salary, earnings,  
23 wages, or any other form of compensation for the purposes of any of Defendant's  
24 benefit plan, policy or bonus program. Defendant retains the right to modify the  
25 language of its benefits plans, policies and bonus programs to effect this intent and  
26 to make clear that any amounts paid pursuant to this Stipulation are not for "weeks  
27 worked," "weeks paid," "weeks of service," or any similar measuring term as  
28 defined by applicable plans, policies and bonus programs for purpose of eligibility,

1 vesting, benefit accrual, or any other purpose, and that additional contributions or  
 2 benefits are not required by this Stipulation. Defendant does not consider the Cash  
 3 Settlement Payment or Debt Forgiveness to be “compensation” for purposes of  
 4 determining eligibility for, or benefit accrual within, any benefit plans, policies, or  
 5 bonus programs, or any other plan sponsored by Defendant.

6 **VI. ATTORNEY FEES, COSTS, AND EXPENSES OF CLASS**  
 7 **COUNSEL; PLAINTIFFS’ SERVICE PAYMENT**

8 As part of the motion for final approval of the Settlement, Class Counsel  
 9 may submit an application for an award of attorney fees in an amount not to exceed  
 10 One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00), which will be  
 11 at most approximately 40% of the Cash Settlement Payment and 7.75% of the Total  
 12 Settlement Value. Class Counsel may also submit an application for an award of  
 13 litigation costs and expenses not to exceed Ninety Thousand Dollars (\$90,000.00)  
 14 as per Class Counsel’s billing statement, and Class Representatives’ enhancements  
 15 not to exceed Twelve Thousand Dollars (\$12,000.00) for each Class  
 16 Representative, which shall all be paid out of the Cash Settlement Payment. As a  
 17 condition of this Settlement, Class Counsel have agreed to pursue their fees, costs,  
 18 and expenses only in the manner reflected by this Stipulation, and Defendant  
 19 agrees that the requested amounts for attorney fees, costs, expenses, and Plaintiffs’  
 20 Service Payments are reasonable and that it will not oppose such requests in  
 21 connection with the Settlement. Any fees, costs, and expenses awarded by the  
 22 Court to Class Counsel shall be paid to Class Counsel from the QSF and shall not  
 23 constitute payment to any Participating Class Member, and any amount awarded by  
 24 the Court to Plaintiffs as a service award shall be paid to the Class Representatives  
 25 from the QSF. For purposes of this Settlement, Defendant and its counsel will not  
 26 oppose an award of attorneys’ fees in the amount of no more than One Million  
 27 Four Hundred Forty Thousand Dollars (\$1,440,000.00), and actual costs of up to  
 28 Ninety Thousand Dollars (\$90,000.00) according to proof, in amounts approved by

the Court. The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for their award of attorneys' fees and costs. The awarded attorneys' fees shall be allocated 50% to The Van Vleck Law Firm, LLP and 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The awarded attorney's costs shall be allocated based on the amount incurred by each firm. Any court order awarding less than the amounts set forth in this paragraph to Class Counsel shall not be grounds to cancel the Settlement. Unapproved amounts shall be reallocated among the Class Members who did not timely and validly opt out of this Settlement. Subject to Court approval, the Class Representatives will each receive up to \$12,000 in addition to any payment they are otherwise entitled to as Participating Class Members. This Service Payment recognizes the role the Class Representatives have served in creating the QSF and is in exchange for a general release of their individual claims against Defendant, excepting claims for workers compensation benefits, unemployment, insurance, and accrued benefit such as vacation, paid time off, 401k, ERISA, and SDI. Any court order awarding the Class Representatives less than the full amount of the Service Payment shall not be grounds to cancel the Settlement Agreement. Unapproved amounts shall be reallocated among the Class Members who did not timely and validly opt out of this Settlement.

## **VII. SETTLEMENT ADMINISTRATION COSTS AND EXPENSES**

All costs and expenses due the Settlement Administrator in connection with its administration of the Settlement, including, but not limited to, providing the Class Notice and other Notice Materials, locating Class Members, processing Elections Not to Participate in Settlement, and administering and distributing cash settlement payments to the Participating Class Members shall be paid from the QSF.

## **VIII. DUTIES OF THE PARTIES TO SEEK COURT APPROVAL**

A. As soon as possible after the execution of this Stipulation, and after

1 first providing a draft to Counsel for Defendant at least seven (7) days before filing,  
2 Plaintiffs will file a stipulated or unopposed motion with the Court requesting entry  
3 of the Preliminary Approval Order, including the following terms:

- 4           1. For settlement purposes only, and without reaching any  
5           determination as to the manageability at trial of the Action,  
6           conditionally certifying the Class as an opt-out class.
- 7           2. Preliminarily approving the settlement as set forth in the  
8           Stipulation.
- 9           3. Scheduling the Fairness Hearing to consider: (1) whether the  
10          settlement as set forth in the Stipulation should be finally  
11          approved as fair, reasonable, and adequate as to the  
12          Participating Class Members; (2) whether the Court should  
13          grant Plaintiffs' unopposed request for the Plaintiffs' Service  
14          Payments; (3) whether the Court should grant Class Counsel's  
15          unopposed request for attorneys' fees and costs; (4) whether the  
16          Court should grant the unopposed request to pay the LWDA  
17          \$54,000.00 for its 75% portion of the PAGA payment; and  
18          (5) whether the Court should grant the request to pay the  
19          Settlement Administrator the amount requested.
- 20          4. Approving as to form and content the Notice Materials and  
21          setting deadlines for submission of Election Not to Participate  
22          in Settlement and for the service and filing of objections to the  
23          Settlement, and/or the motions for the Plaintiffs' Service  
24          Payments as well as attorneys' fees and costs.
- 25          5. Appointing a Settlement Administrator to exercise the duties  
26          allocated to the Settlement Administrator below.
- 27          6. Directing the Settlement Administrator to mail the Notice  
28          Materials to the Class Members by first-class mail by the

1 deadline set forth below.

2 B. Any disagreement among the Parties concerning the final forms of the  
3 Notice Materials, or other documents necessary to implement the Stipulation, as  
4 well as all other disputes regarding the Stipulation and its implementation, will first  
5 be referred to the mediator, Steve Pearl, for resolution if the Parties' good faith  
6 efforts to resolve the disagreement have failed. In the event, the Parties are unable  
7 to resolve any disagreements regarding the implementation of the Stipulation with  
8 Mr. Pearl, the dispute will be submitted to the Court for resolution.

9 **IX. CERTIFICATION OF THE CLASS FOR PURPOSES OF**  
10 **SETTLEMENT ONLY**

11 A. The Parties stipulate that the First Amended Complaint that Plaintiffs  
12 filed in the Action on November 25, 2019, shall be considered the operative  
13 complaint for purposes of this Settlement. The Parties further stipulate, for  
14 settlement purposes only, that the Court may conditionally certify the Class, as  
15 defined in this Stipulation, as an opt-out class (the "Class Stipulation"). More  
16 specifically, the Parties agree as part of the Class Stipulation that, for settlement  
17 purposes only, the requirements of Federal Rule of Civil Procedure 23(b)(3) are  
18 satisfied, with the exception of the manageability requirement of Federal Rule of  
19 Civil Procedure 23(b)(3), which the Court need not address for purposes of the  
20 Settlement.

21 B. The Class Stipulation is made solely for purposes of the Settlement.  
22 The Class Stipulation is in no way an admission that class action certification is  
23 proper under the more stringent litigation certification standard that requires a  
24 showing of, *inter alia*, manageability or that certification requirements would be  
25 established by further discovery, and neither this Stipulation nor the Class  
26 Stipulation will be admissible in this or any other action or proceeding as evidence  
27 that (i) the claims advanced in the Action or other Lawsuits, or any other class,  
28 collective, or representative action claims, should be certified or not decertified, or

(ii) Defendant or any of the Released Parties are liable to Plaintiffs, the Class Members, or any other putative class, representative, or collective action members.

**X. APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR**

A. Subject to the approval of the Court, the Parties have agreed to the appointment of a Settlement Administrator to perform the following duties in connection with administration of their settlement: (i) using data provided by Defendant to prepare the Notice Materials; (ii) obtaining forwarding addresses for Class Members using appropriate methods, as described in Section XI.A.3 below; (iii) mailing the Notice Materials to Class Members; (iv) tracking non-delivered Notice Materials and taking reasonable steps to re-send them to Class Members' current addresses; (v) tracking and timely reporting to Class Counsel and Counsel for Defendant returned Election Not to Participate in Settlement forms; (vi) establishing the QSF; (vii) disbursing all amounts payable from the QSF to all Participating Class Members without the need for them to file a claim form and handling all tax reporting; (viii) calculating the Cash Settlement Shares; (ix) notifying Class Counsel and Counsel for Defendant of any Participating Class Members who have not cashed their Cash Settlement Share checks by the deadline set forth below; and (x) handling the disbursement and tax reporting, if any, of amounts associated with uncashed checks.

B. All disputes relating to the Settlement Administrator's performance of its duties, after good faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction over this Stipulation until all payments and obligations contemplated by this Stipulation have been fully carried out.

**XI. NOTICE OF THE SETTLEMENT**

A. Mailing the Notice Materials to the Class

1. Within forty-five (45) days after the Court enters the

1 Preliminary Approval Order, Defendant will provide to the  
2 Settlement Administrator a list of each Class Member's first  
3 name, last name, and middle initial, Social Security number, last  
4 known address, and the dates they were employed by Defendant  
5 in California during the Class Period (the "Class Data"). This  
6 list will be drawn from Defendant's payroll and human  
7 resources records and in a format acceptable to the Settlement  
8 Administrator. The Class Data provided to the Settlement  
9 Administrator will remain confidential and will not be used or  
10 disclosed to anyone, except as required to applicable tax  
11 authorities, pursuant to Defendant's express written consent, or  
12 by order of the Court.

13 2. Within thirty (30) days after Defendant provides the Class Data  
14 to the Settlement Administrator, the Settlement Administrator  
15 will mail, by first-class mail, the Notice Materials to all Class  
16 Members at their last known addresses, unless modified by any  
17 updated address information that the Settlement Administrator  
18 obtains.

19 3. The Settlement Administrator will use standard devices,  
20 including the National Change of Address database or  
21 equivalent, to obtain forwarding addresses prior to mailing and  
22 will use appropriate skip tracing for undeliverable Notice  
23 Materials to take appropriate steps to maximize the probability  
24 that the Notice Materials will be received by Class Members.

25 4. If an individual not included in the Class Data provided to the  
26 Settlement Administrator later claims to be a Class Member, the  
27 Settlement Administrator shall obtain from said individual  
28 evidence of his or her claimed eligibility, which information



1 will be provided to the Parties. Defendant will verify the  
2 information provided by said individual, and make a good faith  
3 effort to resolve the issue with Class Counsel. If the parties  
4 cannot agree, the Settlement Administrator shall decide whether  
5 the claimant shall be included in the Settlement, which decision  
6 shall be final but subject to review by the Court if requested by  
7 any Party.

8 B. Election Not to Participate in Settlement

- 9 1. Each Class Member will have sixty (60) days after the date on  
10 which the Settlement Administrator mails the Notice Materials  
11 to submit to the Settlement Administrator an Election Not to  
12 Participate in Settlement if they wish to be excluded from the  
13 Settlement. An Election Not to Participate in Settlement will be  
14 deemed timely submitted to the Settlement Administrator if it is  
15 (i) mailed to the Settlement Administrator by first-class mail  
16 and postmarked by not later than the deadline for submission  
17 stated above; or (ii) delivered to and received by the Settlement  
18 Administrator by the deadline for submission stated above,  
19 whether by mail, facsimile transmission, professional delivery,  
20 or personal delivery. To be valid, the Election Not to  
21 Participate in Settlement must comply with the procedure set  
22 forth in the Notice and must (1) be in writing and signed by the  
23 Class Member, (2) include the name and address of the Class  
24 Member, and (3) indicate the Class Member's request to be  
25 excluded from the Settlement Class in *Gradie et al. v. C.R.*  
26 *England, Inc.*  
27 2. A Class Member who does not properly complete and timely  
28 submit a written Election Not to Participate in Settlement in the



manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the release of all Participating Class Members' Released Claims (defined below), if the Settlement is approved by the Court, and be bound by the Final Approval Order, regardless of whether he or she has objected to the Settlement, and shall receive a Cash Settlement Share payout. Any Settlement Class Member who accepts any payments pursuant to the Settlement will be deemed to have opted in for purposes of the FLSA.

3. A Class Member who properly and timely submits an Election Not to Participate in Settlement will not be bound by the Settlement, will not receive a Cash Settlement Share, and will not have standing to object to: (i) the Settlement; (ii) the Class Representatives' motion for Plaintiffs' Service Payment; or (iii) Class Counsel's motion for attorneys' fees and costs; and Defendant will retain all of their defenses to such Class Member's claims.

4. No Election Not to Participate in Settlement will be honored if submitted late under the deadlines set forth above, unless Defendant consents to accepting the late submission.

#### C. Objection to Settlement

1. Each Class Member who does not timely submit an Election Not to Participate in Settlement will have sixty (60) days after the date on which the Settlement Administrator mails the Notice Materials to object to the Settlement by serving on the Settlement Administrator, Class Counsel, and Counsel for Defendant, and filing with the Court, a written objection to the

Settlement, Plaintiffs' Service Payment, and/or Class Counsel's attorneys' fees and costs. A Class Member who does not serve a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be precluded from making any objection to the Settlement, the Plaintiffs' motion for the Plaintiffs' Service Payment, or Class Counsel's motion for attorneys' fees and costs (whether by appeal or otherwise).

**D. Reports and Declaration by Settlement Administrator**

1. By no later than ten (10) days after expiration of the 60-day deadline for submission of Election Not to Participate in Settlement and objections to the Settlement, the Settlement Administrator will prepare and submit for filing in support of the Parties' motion for entry of the Final Approval Order a declaration attesting to its mailing of the Notice Materials, its receipt of valid Election Not to Participate in Settlement and its inability to deliver the Notice Materials to Class Members due to invalid addresses, both of which shall be indicated by number of Class Members only. Prior to the Fairness Hearing, the Settlement Administrator will prepare and submit for filing in support of the motion a supplemental declaration to provide updated and final figures.

**XII. RIGHT TO RESCIND**

If 10% or more of the Class Members opt out of the Settlement, Defendant may, at its election, rescind the Settlement. All actions taken in furtherance of the Settlement will be therefore null and void. Defendant must exercise the right of rescission within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of opt outs following the end of the notice

1 period.

2 **XIII. NOTICE OF SETTLEMENT TO STATE AND FEDERAL**  
3 **OFFICIALS (CAFA AND PAGA NOTICES).**

4 Within ten (10) days of receiving notice of filing of a motion for preliminary  
5 approval of this Stipulation, Defendant shall serve the CAFA Notice of this  
6 Stipulation on the appropriate federal and state officials, as required by 28 U.S.C.  
7 § 1715(b). In addition, Class Counsel shall timely and promptly serve any and all  
8 documents required to be provided in connection with a PAGA claim (*see, e.g.,*  
9 California Labor Code § 2699(1)) on the appropriate agent, division, or department  
10 of the State of California.

11 **XIV. FINAL APPROVAL OF THE SETTLEMENT**

12 A. Plaintiffs will file a motion with the Court requesting final approval of  
13 the Settlement and entry of the Final Approval Order by the deadline set by the  
14 Court, which, unless otherwise ordered by the Court, will be filed at least twenty-  
15 eight (28) days prior to the Fairness Hearing. Class Counsel will provide a draft of  
16 that motion to Counsel for Defendant for their review at least seven (7) days before  
17 the filing deadline.

18 B. No later than the date set by the Court or in the alternative other  
19 timeframe required by the Federal Rules of Civil Procedure, the Class  
20 Representatives, acting through Class Counsel, will file a motion requesting the  
21 Plaintiffs' Service Payments in an amount not to exceed Twelve Thousand Dollars  
22 (\$12,000.00) to each Plaintiff for their service as a named plaintiff and provision of  
23 a general release. Defendant will not oppose the motion, which shall be set for  
24 hearing on the same date and time as the Fairness Hearing. Any Plaintiffs' Service  
25 Payments awarded by the Court will be paid out of the QSF; provided, however,  
26 that no sums shall be due to any Plaintiff unless and until the Settlement has  
27 become completely Final and the Effective Date of the Settlement has been  
28 realized. The Settlement Administrator will issue to the Class Representatives an

1 IRS Form 1099 for any service payment awarded by the Court. A denial by the  
2 Court of the Class Representatives' motion for service payments, in whole or in  
3 part, or an award of a lesser amount than requested will not constitute a material  
4 modification of this Stipulation or the Settlement. Unapproved amounts shall be  
5 reallocated among the Class Members who did not timely and validly opt out of  
6 this Settlement.

7 C. No later than the date set by the Court or in the alternative other  
8 timeframe required by the Federal Rules of Civil Procedure, Class Counsel will file  
9 a motion for attorneys' fees in an amount not to exceed One Million Four Hundred  
10 Forty Thousand Dollars (\$1,440,000.00) and costs in an amount not to exceed  
11 Ninety Thousand Dollars (\$90,000.00). Unless otherwise ordered by the Court,  
12 Class Counsel's motion for attorneys' fees and costs shall be set for hearing on the  
13 same date and time as the Fairness Hearing. Defendant will not oppose the motion.  
14 Any award of fees and costs by the Court will be paid out of the QSF; provided,  
15 however, that no sums shall be due to Class Counsel unless and until the  
16 Settlement has become completely Final and the Effective Date of the Settlement  
17 has been realized. A denial by the Court of Class Counsel's motion, in whole or in  
18 part, or an award of a lesser amount will not constitute a material modification of  
19 this Stipulation or the Settlement. For purposes of the Settlement, Defendant and  
20 its counsel will not oppose an award of attorneys' fees in the amount of no more  
21 than One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00) and costs  
22 in an amount not to exceed Ninety Thousand Dollars (\$90,000.00), according to  
23 proof, in amounts approved by the Court. The Settlement Administrator will issue  
24 to Class Counsel an IRS Form 1099 for their award of attorneys' fees and costs.  
25 Any court order awarding less than the amounts set forth in this paragraph to Class  
26 Counsel shall not be grounds to cancel the Settlement. Unapproved amounts shall  
27 be reallocated among the Class Members who did not timely and validly opt out of  
28 this Settlement.

1 D. The Parties will submit for entry by the Court, with their motion for  
2 final approval of the Settlement, a proposed Final Approval Order that includes the  
3 provisions set forth in Exhibit C hereto. Any modifications to the attached  
4 proposed Final Approval Order may be made only by mutual agreement of the  
5 Parties.

6 **XV. NULLIFICATION OF THIS STIPULATION**

7 A. If (a) Defendant rescinds the Settlement pursuant to Section XII of this  
8 Stipulation, (b) the Court should for any reason decline to approve this Stipulation  
9 in the form agreed to by the Parties, or (c) the Court should for any reason fail to  
10 enter a judgment and dismissal with prejudice of the Action and Declaratory Relief  
11 Action, then the Stipulation, Settlement, and conditional class certification will  
12 automatically become null and void (other than Sections XXIII and XXIV below  
13 relating to confidentiality and the return of documents/data) without any act or  
14 deed by any Party and the terms and fact of this Stipulation (and of any act  
15 performed or document executed pursuant to or in furtherance of the Stipulation),  
16 the fact that the Parties stipulated to a Class for settlement purposes, and the fact  
17 that the Court granted certification of the Class for settlement purposes, will be  
18 inadmissible evidence in any subsequent proceeding in the Action, other Lawsuits,  
19 or elsewhere. Put another way, neither the Settlement, class certification, nor any  
20 of the related negotiations or proceedings, shall be of any force or effect, and all  
21 parties to the Settlement shall stand in the same position, without prejudice, as if  
22 the Settlement had been neither entered into nor filed with the Court.  
23 Notwithstanding the foregoing, the Parties may attempt in good faith to cure any  
24 perceived defects in the Stipulation to facilitate approval.

25 B. A modification by the Court of Plaintiffs' Service Payments or of any  
26 award of attorneys' fees or costs to Class Counsel shall not constitute a  
27 nullification or invalidation of any material portion of the Settlement.

28 C. In the event the Court declines to approve this Stipulation in the form

1 agreed to by the Parties, the Parties will be equally responsible for all charges  
2 incurred by the Settlement Administrator as of the time the Settlement is  
3 disapproved or invalidated. This paragraph shall not apply to the circumstance  
4 where the Settlement does not become effective because Defendant exercised its  
5 right to rescind.

6 D. In the event Defendant exercises its right to rescind pursuant to  
7 Section XII, Defendant will be responsible for all charges incurred by the  
8 Settlement Administrator up to \$10,000.00 as of the time the right to rescind is  
9 exercised.

#### 10 **XVI. WAIVER OF RIGHT TO APPEAL**

11 Provided that the Final Approval Order is consistent with the terms and  
12 conditions of this Settlement in all material respects (i.e. without modifications  
13 other than those declared above to not be “material”), Plaintiffs and all other  
14 Participating Class Members who did not timely submit an objection to the  
15 Settlement, Plaintiffs’ Service Payment, and/or Class Counsel’s attorneys’ fees and  
16 costs, hereby waive any and all rights to appeal from the Final Approval Order,  
17 including all rights to any post-judgment proceeding and/or appellate proceeding,  
18 such as a motion to vacate or set-aside judgment, a motion for new trial, or any  
19 extraordinary writ, and the Final Approval Order therefore will become final and  
20 non-appealable at the time it is entered. This waiver does not include any waiver  
21 of the right to oppose any appeal, appellate proceedings or post-judgment  
22 proceedings.

#### 23 **XVII. REVERSAL OR MATERIAL MODIFICATION OF** 24 **JUDGMENT ON APPEAL**

25 A. In the event of a timely appeal from the judgment and dismissal, the  
26 judgment shall be stayed, and the QSF shall not be distributed to Participating  
27 Class Members, Plaintiffs, or Class Counsel, and the actions required by this  
28 Stipulation shall not take place until all appeal rights have been exhausted by

1 operation of law.

2 B. If, after a notice of appeal or a petition for writ of *certiorari*, or any  
 3 other motion, petition, or application, the reviewing court vacates, reverses, or  
 4 modifies the Final Approval Order such that there is a material modification to the  
 5 Settlement as set forth in this Stipulation, and that court's decision is not  
 6 completely reversed and the Final Approval Order is not fully affirmed on review  
 7 by a higher court, then the Parties will each have the right to void the Stipulation,  
 8 which a Party must do by giving written notice to the other Parties, the reviewing  
 9 court, and the Court no later than twenty-one (21) days after the reviewing court's  
 10 decision vacating, reversing, or materially modifying the Final Approval Order  
 11 becomes Final. A vacation, reversal, or modification of any Plaintiffs' Service  
 12 Payment or of any award of attorneys' fees or costs to Class Counsel will not  
 13 constitute a vacation, reversal, or material modification of the Final Approval  
 14 Order.

## 15 **XVIII. CREATION OF THE QUALIFIED SETTLEMENT FUND**

16 Within thirty (30) days of the Effective Date of the Settlement, Defendant  
 17 will cause the Cash Settlement Payment to be wired to the QSF. The combination  
 18 of this payment thirty (30) days after the Effective Date of the Settlement shall  
 19 constitute the full amount of the Cash Settlement Payment (i.e., Three Million Six  
 20 Hundred Thousand Dollars (\$3,600,000.00) and nothing more). Put another way,  
 21 the Cash Settlement Payment is the maximum amount Defendant is obligated to  
 22 pay under this Stipulation (or otherwise in connection with this Action or the other  
 23 Lawsuits) and is inclusive of any Plaintiffs' Service Payments, Class Counsel's  
 24 attorneys' fees and costs, the Cash Settlement Shares, all employee and employer  
 25 tax withholdings, the payment to the LWDA in the amount of \$54,000.00 for the  
 26 LWDA's 75% share of Participating Class Members' PAGA penalty claims (the  
 27 remaining 25% share shall be distributed as part of the Net QSF), and the  
 28 Settlement Administrator's reasonable fees and expenses in administering the



1 Settlement.

2 **XIX. DISTRIBUTION OF THE QUALIFIED SETTLEMENT FUND**

3 A. After the Final Approval Order becomes Final (i.e., on the Effective  
4 Date of the Settlement), the Settlement Administrator will distribute the proceeds  
5 of the QSF as follows:

- 6 1. Within thirty (30) days after it receives the amount of the Cash  
7 Settlement Payment, the Settlement Administrator will make the  
8 following payments from the QSF:
  - 9 a. The Settlement Administrator may pay to itself its portion  
10 of the QSF for all services through the closing of the  
11 administration.
  - 12 b. To every Participating Class Member (which includes,  
13 but is not limited to, Plaintiffs) their Cash Settlement  
14 Share, as calculated based on the formula in this Section  
15 XIX, that remains unpaid.
  - 16 c. To the appropriate state and federal tax agencies, all  
17 employee and employer taxes.
  - 18 d. To Class Counsel, any attorneys' fees and costs awarded  
19 by the Court, for which the Settlement Administrator will  
20 issue a Form 1099. Class Counsel is responsible for all  
21 federal, state, and local tax filings and liabilities that may  
22 result from such payment and the Defendant shall bear no  
23 responsibility for such filings or liabilities.
  - 24 e. To the Plaintiffs, any Plaintiffs' Service Payments  
25 awarded by the Court, for which the Settlement  
26 Administrator will issue a Form 1099. The Plaintiffs will  
27 be responsible for all federal, state, and local tax filings  
28 and liabilities that may result from such payment and the



Defendant shall bear no responsibility for such filings or liabilities.

- f. To the LWDA, a payment of \$54,000.00 for the LWDA's 75% of the Participating Class Members' PAGA penalty claims from a PAGA allocation of \$72,000.00 of which the remaining \$18,000.00 shall be paid proportionally to Participating Class Members out of the Net QSF.

2. Each Participating Class Member's Cash Settlement Share will be calculated as follows:

- a. The "Net QSF" will equal the balance of the QSF after deducting for the amount of all amounts necessary to effectuate the Settlement, including, but not necessarily limited to, attorneys' fees, costs and expenses, the incentive/bonus or service award payments to the Class Representatives, all employee and employer tax withholdings, the payment allocated to the LWDA, and the estimated costs of settlement administration, in the amounts approved by the Court. The Net QSF will be available for distribution to Participating Class Members.
- b. A Participating Class Member's Cash Settlement Share will be calculated as follows: (1) calculating the total weeks worked by all Participating Class Members based on the Class Data (the "Total Work Weeks"); (2) dividing each Participating Class Member's work weeks based on the Class Data by the Total Work Weeks to determine his or her proportionate share of the Net QSF (for each Participating Class Member, the "Cash Settlement Share Proportion"); and (3) multiplying each Participating Class

Member's Cash Settlement Share Proportion by the Net  
QSF.

3. The Settlement Administrator will issue both a Form W-2 and Form 1099 to each Participating Class Member, with 20% of each Cash Settlement Share reported on the Form W-2 as claimed wages and the remaining 80% reported on the Form 1099 as claimed non-wages (e.g., penalties, reimbursements, and interest, etc.). The Participating Class Members are responsible for all federal, state, and local tax filings and liabilities that may result from such Cash Settlement Share payments subject to reporting on a Form 1099, and the Defendant shall bear no responsibility for such filings or liabilities.
4. Defendant makes no representations with respect to the taxability of any payments pursuant to this Settlement, and the Class Notice will advise Class Members to seek their own tax advice as necessary.
5. Participating Class Members shall have 180 days to cash their settlement checks. In the event that any checks mailed to Participating Class Members remain uncashed after the expiration of 180 days, or an envelope mailed to a Participating Class Members is returned and no forwarding address can be located for the Participating Class Member after reasonable efforts have been made, then any such unclaimed funds shall be paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member. The receipt of funds under this Settlement will not entitle any Participating Class Member to additional compensation or benefits of any

kind under any of Defendant's compensation or benefits plans, nor will it entitle any class member to any increased retirement or 401k plan benefits of any kind. Class Members will participate in the Settlement and will be bound by its terms and release if they do not opt-out as described more fully herein within sixty (60) days of the Settlement Administrator's mailing out of notices. As a no-claims-made settlement, Class Members will not need to submit a claim form to participate in the Settlement.

6. Should the Settlement Administrator need more time than is provided under this Stipulation to complete any of its obligations, the Settlement Administrator may request, in writing, such additional time (including an explanation of the need for additional time) from Counsel for Defendant and Class Counsel. If Counsel for Defendant and/or Class Counsel do not agree, in writing, to the Settlement Administrator's request for additional time, the Settlement Administrator, Class Counsel or Counsel for Defendant may seek such additional time from the Court.

## **XX. FORGIVENESS OF CERTAIN DEBT**

A. When the Final Approval Order becomes Final (i.e., on the Effective Date of the Settlement), Defendant shall release and discharge any and all outstanding amounts claimed to be owed by Participating Class Members to Defendant pursuant to a Driver Education and Employment Contract, related tuition agreement, or related promissory note for: (a) Liquidated damages (set at exactly \$2,500 under the Driver Education and Employment Contract); and (b) interest allegedly owed to Defendant. Defendant has confirmed and verified that the total amount of Debt Forgiveness is in excess of \$15,000,000, representing in

1 excess of at least Four Million Dollars and No Cents (\$4,000,000.00) in liquidated  
2 damages and at least Eleven Million Dollars and No Cents (\$11,000,000.00) in  
3 accrued interest.

4 B. It is agreed and understood that the principal amounts of tuition  
5 claimed to be owed by Defendant in connection with its Driver Education and  
6 Employment Contracts, related tuition agreements, or related promissory notes are  
7 not being forgiven by virtue of this Settlement. Put another way, by releasing the  
8 aforementioned interest and liquidated damages, Defendant is not releasing any  
9 principal amounts of tuition owed to it by any Participating Class Member. By  
10 releasing the claims set forth in Section XXII, below, Participating Class Members  
11 are not releasing or waiving any applicable defense to the enforcement or  
12 collection of the principal amount of tuition claimed by Defendant to be owed.

13 C. It is further agreed and understood that the amounts of any debt not  
14 owned by Defendant are excluded from the Stipulation. By releasing the  
15 aforementioned interest and liquidated damages, Defendant is not purporting to  
16 release any amounts claimed to be owed by third party owner of debt allegedly  
17 owed by Participating Class Members. By releasing the claims set forth in Section  
18 XXII below, Participating Class Members are not releasing or waiving any claims  
19 against third party owners of any debt.

20 **XXI. DISMISSAL WITH PREJUDICE OF THE ACTION**

21 As part of the consideration for this Settlement, this Action and the  
22 Declaratory Relief Action (captioned *William Gradie v. C.R. England, Inc.*, Case  
23 No. 2:16-cv-001015-DN (D. Utah), which was consolidated with the Action on or  
24 about January 23, 2017) shall be dismissed with prejudice as of the Effective Date  
25 of the Settlement. Notwithstanding the dismissal of the Action with prejudice, the  
26 Court shall retain jurisdiction to interpret and enforce this Stipulation.

**XXII. RELEASE OF CLAIMS BY PLAINTIFFS, ALL OTHER PARTICIPATING CLASS MEMBERS, AND CLASS COUNSEL.**

**A. Plaintiffs' General Release of All Claims Against Defendant and all other Released Parties:** In consideration of the unopposed motion for the Plaintiffs' Service Payment, payment of each Plaintiffs' Cash Settlement Share, Plaintiffs' agreement not to opt out, and any other benefits provided to each Plaintiff as part of the Settlement, Plaintiffs, on behalf of themselves and their estates, executors, administrators, heirs and assigns, hereby release, discharge, and agree to hold harmless Defendant and any of its parent companies, subsidiaries, divisions and other affiliated or related entities, past and present, as well as all of the aforementioned entities' (including, but not limited to, Defendant's) employees, officers, directors, agents, attorneys, insurers, partners, shareholders, owners, representatives, joint venturers and successors and assigns of each (i.e., the Released Parties), from any and all claims, damages, costs, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description whatsoever, whether known or unknown, whether anticipated or unanticipated, arising on or before the end of the Class Period ("Plaintiffs' Released Claims"). Without limiting the generality of the foregoing in any way, Plaintiffs' Released Claims include, but are not limited to, any and all claims, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they may now have against Defendant or any of the other Released Parties, and each of them, as well as those claims that were or could have been asserted in the Action or other Lawsuits, including, but not limited to, any and all claims arising under the California Labor Code, Wage Order No. 9-2001, the Fair Labor Standards Act, the California Private Attorneys' General Act, the California Business & Professions Code, the claims alleged in any of the

1 Complaints in the Lawsuits, and any and all other transactions, occurrences or  
2 matters between any of the Plaintiffs and Defendant (or between any of the  
3 Plaintiffs and the other Released Parties) occurring up through and including the  
4 end date of the Class Period.

5 Plaintiffs' Released Claims shall also include any and all claims against  
6 Defendant or any of the other Released Parties, and each of them, that occurred up  
7 through and including the end date of the Class Period under the (a) Americans  
8 With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as  
9 amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended;  
10 (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor  
11 Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement  
12 Income Security Act, as amended; (i) the Consolidated Omnibus Budget  
13 Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical  
14 Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment  
15 and Housing Act; (n) the California Constitution; (o) the California Labor Code;  
16 (p) the California Government Code; (q) the California Civil Code; (r) the Utah  
17 Anti-discrimination Act; (s) the Sherman Act, (t) the Cartwright Act, and (u) any  
18 and all other federal, state and local statutes, ordinances, regulations, rules and  
19 other laws, and any and all claims based on constitutional, statutory, common law  
20 or regulatory grounds as well as any other claims based on theories of wrongful or  
21 constructive discharge, breach of contract or implied contract, fraud,  
22 misrepresentation, promissory estoppel or intentional and/or negligent infliction of  
23 emotional distress, or damages under any other federal, state or local statutes,  
24 ordinances, regulations, rules, or laws. This release is for any and all relief, no  
25 matter how denominated, including, but not limited to, back pay, front pay,  
26 bonuses, compensatory damages, overtime pay, minimum wages, straight time  
27 wages, regular wages, hourly pay, piece-rate pay, all miles driven, compensation  
28 for rest period and other non-productive time, premium pay, penalties, civil

1 penalties, waiting time penalties, restitution, disgorgement, damages, tortious  
2 damages, liquidated damages, statutory damages, punitive damages, damages for  
3 pain and suffering, and attorney fees and costs, and the Plaintiffs hereby forever  
4 release, discharge and agree to hold harmless Defendant and the other Released  
5 Parties from any and all claims for attorney fees and costs arising out of the matters  
6 released in this Stipulation.

7 Plaintiffs' Released Claims include all claims described above, whether  
8 known or unknown, by the releasing party. Thus, even if Plaintiffs discover facts  
9 in addition to or different from those that they now know or believe to be true with  
10 respect to the subject matter of Plaintiffs' Released Claims, those claims will  
11 remain released and forever barred. Therefore, Plaintiffs expressly waive and  
12 relinquish the provisions, rights and benefits of Section 1542 of the California  
13 Civil Code and any analogous law, statute, or rule. Section 1542 states:

14 **A general release does not extend to claims that the**  
15 **creditor or releasing party does not know or suspect**  
16 **to exist in his or her favor at the time of executing the**  
17 **release and that, if known by him or her, must have**  
18 **materially affected his or her settlement with the**  
19 **debtor or released party.**

20 Plaintiffs specifically acknowledge that they are aware of and familiar with  
21 the provisions of Section 1542 of the California Civil Code, and being aware of  
22 Section 1542, hereby expressly waive and relinquish all rights and benefits they  
23 may have under Section 1542 as well as any other statute or common law principle  
24 of a similar effect. Upon entry of final judgment, Defendant shall be entitled to a  
25 general release of all claims from the four named Plaintiffs up through and  
26 including the end date of the Class Period.

27 Plaintiffs further agree that, to the extent permitted by law, if a claim is  
28 prosecuted in their name against any of the Released Parties, including Defendant,



1 before any court, arbitrator, or administrative agency, they waive, and agree not to  
2 take, any award of money or other damages from such proceeding. Plaintiffs agree  
3 that, unless otherwise compelled by law, if a claim is prosecuted in their name  
4 against Defendant or any of the other Released Parties that, upon a written request  
5 by Defendant's counsel, they will immediately request in writing that the claim on  
6 their behalf be withdrawn.

7 **B. Participating Class Members' Release of Claims:** Upon the  
8 Effective Date of the Settlement, each and every Participating Class Member  
9 hereby releases, discharges, and agrees to hold harmless Defendant and all of the  
10 other Released Parties, and each of them, from any and all Claims (as that term is  
11 defined in Section II.G above) that have been asserted, or could have been asserted,  
12 up through and including the last day of the Class Period based upon the facts or  
13 allegations pled in any of the Complaints filed in the Lawsuits ("Claims Released  
14 By Participating Class Members").

15 It is the desire of the Parties to fully, finally, and forever settle, compromise,  
16 and discharge all Claims Released By Participating Class Members as described in  
17 the preceding paragraph and Section II.EE above. Each Participating Class  
18 Member waives, as to the released Claims only, all rights and benefits afforded by  
19 Section 1542 and does so understanding the significance of that waiver. Section  
20 1542 provides as follows:

21 A general release does not extend to claims that the  
22 creditor or releasing party does not know or suspect to  
23 exist in his or her favor at the time of executing the  
24 release and that, if known by him or her, must have  
25 materially affected his or her settlement with the debtor  
26 or released party.

27 As such, the Participating Class Members understand and agree that they are  
28 providing Defendant and all of the other Released Parties, and each of them, with a



1 full and complete release with respect to the Claims Released By Participating  
2 Class Members.

3 Without limiting any of the foregoing, it is hereby stipulated that the Claims  
4 Released By Participating Class Members is intended to include, and does include,  
5 any and all claims and remedies asserted or sought or that could have been asserted  
6 or sought based on the facts or allegations pled in any of the Complaints in the  
7 Lawsuits that occurred or arose during the Class Period, including the first date and  
8 last date thereof and every date in between. Subject to the terms and conditions of  
9 this Stipulation and upon Final Approval of this Stipulation, all such claims and  
10 causes of action, damages, and other remedies (including but not limited to any  
11 wages of any kind, premium compensation, bonuses, penalties, civil penalties,  
12 waiting time penalties, damages, liquidated damages, statutory damages,  
13 restitution, disgorgement, reimbursement, interest, attorney fees, litigation costs,  
14 injunctive relief, declaratory relief, or any other equitable or legal relief of any kind  
15 or nature whatsoever) allegedly due and owing Participating Class Members by  
16 virtue of or related to any of the facts or allegations pled in any of the Complaints  
17 in the Lawsuits are deemed to be fully and finally resolved and are to be dismissed,  
18 with prejudice, as to each and every Participating Class Member.

19 **C. Class Counsel's Released Claims.** In consideration of the unopposed  
20 motion for an award of attorneys' fees and costs to Class Counsel, Class Counsel  
21 hereby releases all claims, causes of action, demands, damages, costs, rights, and  
22 liabilities of every nature and description for reasonable attorneys' fees, costs, and  
23 expenses against Defendant and all of the other Released Parties arising from or  
24 related to the Lawsuits, the Plaintiffs' Released Claims, or the Claims Released By  
25 Participating Class Members except as awarded pursuant to this stipulation (the  
26 "Class Counsel's Released Claims").

### 27 **XXIII. CONFIDENTIALITY**

28 Other than necessary disclosures made to the Court, Plaintiffs and Class

1 Counsel shall not directly or indirectly disclose the fact, terms, or amount of the  
2 Settlement to, or discuss the allegations of the Lawsuits with, the media, the press,  
3 and/or on any website. If Plaintiffs or Class Counsel are legally required to  
4 communicate about the Settlement with governmental authorities, they shall give  
5 Counsel for Defendant notice before any such communication occurs as early as is  
6 reasonably possible.

7 **XXIV. USE AND RETURN OF DOCUMENTS**

8 All originals, copies, and summaries of documents, presentations, and data  
9 provided to Plaintiffs and Class Counsel by Defendant in connection with the  
10 mediation or other settlement negotiations in this matter, including e-mail  
11 attachments containing such materials, may be used only with respect to this  
12 Stipulation, or any dispute between Class Members and Class Counsel regarding  
13 the Stipulation, and for no other purpose, and may not be used in any way that  
14 violates any existing agreement, statute, or rule. Within twenty (20) days after the  
15 Final Approval Order becomes Final, Class Counsel will return or destroy all such  
16 materials and the return and destruction, as applicable, of all such materials shall  
17 include those that have been shared with experts and any other counsel  
18 representing Plaintiffs and any other Class Members.

19 **XXV. FULL COOPERATION**

20 The Parties will fully cooperate and use reasonable efforts, including all  
21 efforts contemplated by this Stipulation and any other efforts that may become  
22 necessary or be ordered by the Court, or otherwise, to accomplish the terms of this  
23 Stipulation, including, but not limited to, executing such documents and taking  
24 such other action as may reasonably be necessary to obtain preliminary and final  
25 approval of this Stipulation without material modifications and to implement its  
26 terms.

27 The Parties hereto agree to abide by all of the terms of the Settlement in  
28 good faith and to support the Settlement fully and to use their best efforts to defend

1 this Settlement from any legal challenge, whether by appeal or collateral attack.

2 **XXVI. DIFFERENT FACTS**

3 The Parties hereto, and each of them, acknowledge that, except for matters  
4 expressly represented herein, the facts in relation to the dispute and all claims  
5 released by the terms of this Stipulation may turn out to be other than or different  
6 from the facts now known by each party and/or its counsel, or believed by such  
7 party or counsel to be true, and each party therefore expressly assumes the risk of  
8 the existence of different or presently unknown facts, and agrees that this  
9 Stipulation shall be in all respects effective and binding despite such difference.

10 **XXVII. NON-ADMISSION**

11 Nothing in this Stipulation shall be construed to be or deemed an admission  
12 by Defendant or of any of the other Released Parties of any liability, culpability,  
13 negligence, or wrongdoing toward the Class Representatives, the Class Members,  
14 or any other person, and Defendant specifically disclaims any liability, culpability,  
15 negligence, or wrongdoing toward the Class Representatives, the Class Members,  
16 or any other person. Each of the Parties has entered into this Stipulation with the  
17 intention to avoid further disputes and litigation with the attendant inconvenience,  
18 expenses, and contingencies. Nothing herein shall constitute any admission by  
19 Defendant or any of the other Released Parties of wrongdoing or liability, or of the  
20 truth of any factual allegations in the Action or other Lawsuits. Nothing herein  
21 shall constitute an admission by Defendant that the Action or other Lawsuits were  
22 properly brought as a class, collective or representative action other than for  
23 settlement purposes. To the contrary, Defendant has denied and continues to deny  
24 each and every material factual allegation and alleged claim asserted in the Action  
25 and other Lawsuits. To this end, the Settlement of the Action and other Lawsuits,  
26 the negotiation and execution of this Stipulation, and all acts performed or  
27 documents executed pursuant to or in furtherance of this Stipulation or the  
28 Settlement are not, shall not be deemed to be, and may not be used as, an admission

1 or evidence of any wrongdoing or liability on the part of Defendant or of the truth  
2 of any of the factual allegations in the Complaints in the Lawsuits, and are not,  
3 shall not be deemed to be, and may not be used as, an admission or evidence of any  
4 fault or omission on the part of Defendant in any civil, criminal or administrative  
5 proceeding in any court, administrative agency, arbitration proceeding, or other  
6 tribunal of any kind.

7 **XXVIII. NO PRIOR ASSIGNMENTS**

8 The Parties represent, covenant, and warrant that they have not directly or  
9 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or  
10 encumber to any person or entity any portion of any claims, causes of action,  
11 demands, rights, and liabilities of every nature and description released under this  
12 Stipulation.

13 **XXIX. NON-RETALIATION**

14 Defendant understands and acknowledges that it has a legal obligation not to  
15 retaliate against any member of the Class who elects to participate in the  
16 Settlement or elects to opt-out of the Settlement. Defendant will refer any inquiries  
17 regarding this Settlement to the Settlement Administrator or Class Counsel and will  
18 not discourage Class Members who are current employees, directly or indirectly,  
19 from opting out or objecting to the Settlement.

20 **XXX. ATTORNEY FEES, COSTS, AND EXPENSES.**

21 Except as otherwise specifically provided for herein, each Party shall bear  
22 his or its own attorney fees, costs and expenses, taxable or otherwise, incurred by  
23 them in, or arising out of, the Lawsuits and shall not seek reimbursement thereof  
24 from any other party to this Stipulation.

25 **XXXI. NOTICES**

26 Unless otherwise specifically provided by this Stipulation, all notices,  
27 demands or other communications given under this Stipulation will be in writing  
28 and be deemed to have been duly given as of the fifth business day after mailing by

United States registered or certified mail, return-receipt requested, or as of the first business day after deposit with an overnight delivery service, addressed as follows:

**To the Class Representatives and the Class:**

Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
2255 Calle Clara  
La Jolla, CA 92037

Brian Van Vleck  
The Van Vleck Law Firm, LLP  
5757 Wilshire Boulevard, Ste. 535  
Los Angeles, CA 90036

**To Defendant:**

Drew R. Hansen, Esq.  
Nossaman LLP  
18101 Von Karman Avenue, Suite 1800  
Irvine, CA 92612

**XXXII. CONSTRUCTION**

This Stipulation is the result of lengthy, arms-length negotiations between the Parties. This Stipulation will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Stipulation.

**XXXIII. CAPTIONS AND INTERPRETATIONS**

Paragraph and section titles, headings or captions contained in this Stipulation are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation or any of its provisions. Each term of this Stipulation is contractual and not merely a recital, except for those denominated as Recitals in Section III above.

**XXXIV. MODIFICATION**

This Stipulation may not be changed, altered or modified, except in writing and signed by the Parties or their representatives and approved by the Court. This Stipulation may not be discharged except by performance in accordance with its

1 terms as approved by the Court or by a writing signed by the Parties.

2 **XXXV. APPLICABLE LAW**

3 All terms and conditions of this Stipulation and its Exhibits will be governed  
4 by and interpreted according to the laws of the State of California, without giving  
5 effect to any conflict of law or choice of law principles.

6 **XXXVI. INTEGRATION CLAUSE**

7 This Stipulation and its Exhibits constitute the entire agreement between the  
8 Parties and their respective counsel relating to the Settlement, this Stipulation and  
9 the transactions contemplated thereby. All prior or contemporaneous agreements,  
10 understandings, representations, and statements, whether oral or written and  
11 whether by a Party or a Party's counsel, are merged into and superseded by this  
12 Stipulation. No rights under this Stipulation may be waived except in writing.

13 **XXXVII. BINDING ON ASSIGNS**

14 This Stipulation will be binding upon and will inure to the benefit of the  
15 Parties and their respective heirs, trustees, executors, administrators, successors  
16 and assigns.

17 **XXXVIII. COUNTERPARTS**

18 This Stipulation may be executed in counterparts, by facsimile or electronic  
19 signature, and when each Party has signed and delivered at least one such  
20 counterpart, each counterpart will be deemed an original, and, when taken together  
21 with other signed counterparts, will constitute one Stipulation, which will be  
22 binding upon and effective as to all Parties, subject to Court approval.

23 **XXXIX. PARTICIPATING CLASS MEMBERS BOUND BY**  
24 **SETTLEMENT**

25 Because there are a sizeable number of Class Members, it is impossible or  
26 impractical to have each Participating Class Member execute this Stipulation. The  
27 Notice Materials will inform all Class Members of the binding nature of the Claims  
28 Released By Participating Class Members and it will have the same force and

effect as if this Stipulation were executed by each Participating Class Member.

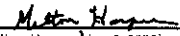
## **XL. PARTIES' AUTHORITY TO SIGN**

Each of the undersigned represents that he or she has the advice of counsel, has authority to sign on behalf of his or her client, and understands that this Settlement Agreement is final and binding, and subject only to the settlement process and other terms set forth above. In addition, the Parties agree that any disputes regarding the terms of the Settlement shall be referred to Mediator Steve Pearl for resolution.

### **EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

Dated: 01/02/2020

By:   
Milton Harper (Jan 6, 2020)  
**MILTON HARPER**  
 Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**RONNIE STEVENSON**  
 Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Jonathan Mitchell**  
 Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**WILLIAM H. GRADIE**  
 Plaintiff

Dated: \_\_\_\_\_

**C.R. ENGLAND, INC.**

By: \_\_\_\_\_  
**T.J. ENGLAND**

effect as if this Stipulation were executed by each Participating Class Member.

## **XL. PARTIES' AUTHORITY TO SIGN**

Each of the undersigned represents that he or she has the advice of counsel, has authority to sign on behalf of his or her client, and understands that this Settlement Agreement is final and binding, and subject only to the settlement process and other terms set forth above. In addition, the Parties agree that any disputes regarding the terms of the Settlement shall be referred to Mediator Steve Pearl for resolution.

### **EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

Dated: \_\_\_\_\_ By: MILTON HARPER  
Plaintiff

Dated: Jan 8, 2020 By: Ronnie Stevenson  
Ronnie Stevenson (Jan 8, 2020)  
**RONNIE STEVENSON**  
Plaintiff

Dated: \_\_\_\_\_ By: Jonathan Mitchell  
Plaintiff

Dated: \_\_\_\_\_ By: WILLIAM H. GRADIE  
Plaintiff

Dated: \_\_\_\_\_ C.R. ENGLAND, INC.

By: T.J. ENGLAND



effect as if this Stipulation were executed by each Participating Class Member.

## **XL. PARTIES' AUTHORITY TO SIGN**

Each of the undersigned represents that he or she has the advice of counsel, has authority to sign on behalf of his or her client, and understands that this Settlement Agreement is final and binding, and subject only to the settlement process and other terms set forth above. In addition, the Parties agree that any disputes regarding the terms of the Settlement shall be referred to Mediator Steve Pearl for resolution.

### **EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

Dated: \_\_\_\_\_ By: MILTON HARPER  
Plaintiff

Dated: \_\_\_\_\_ By: RONNIE STEVENSON  
Plaintiff

Dated: 1/2/2020 By:   
Jonathan Mitchell (Jan 2, 2020)  
Plaintiff

Dated: \_\_\_\_\_ By: WILLIAM H. GRADIE  
Plaintiff

Dated: \_\_\_\_\_ C.R. ENGLAND, INC.

By: T.J. ENGLAND

effect as if this Stipulation were executed by each Participating Class Member.

**XL. PARTIES' AUTHORITY TO SIGN**

Each of the undersigned represents that he or she has the advice of counsel, has authority to sign on behalf of his or her client, and understands that this Settlement Agreement is final and binding, and subject only to the settlement process and other terms set forth above. In addition, the Parties agree that any disputes regarding the terms of the Settlement shall be referred to Mediator Steve Pearl for resolution.

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

Dated: \_\_\_\_\_ By: MILTON HARPER  
Plaintiff

Dated: \_\_\_\_\_ By: RONNIE STEVENSON  
Plaintiff

Dated: \_\_\_\_\_ By: Jonathan Mitchell  
Plaintiff

Dated: February 4, 2020 By:   
WILLIAM H. GRADIE  
Plaintiff

Dated: \_\_\_\_\_ C.R. ENGLAND, INC.

By: T.J. ENGLAND

effect as if this Stipulation were executed by each Participating Class Member.

## **XL. PARTIES' AUTHORITY TO SIGN**

Each of the undersigned represents that he or she has the advice of counsel, has authority to sign on behalf of his or her client, and understands that this Settlement Agreement is final and binding, and subject only to the settlement process and other terms set forth above. In addition, the Parties agree that any disputes regarding the terms of the Settlement shall be referred to Mediator Steve Pearl for resolution.

### **EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

Dated: \_\_\_\_\_ By: MILTON HARPER  
Plaintiff

Dated: \_\_\_\_\_ By: RONNIE STEVENSON  
Plaintiff

Dated: \_\_\_\_\_ By: Jonathan Mitchell  
Plaintiff

Dated: \_\_\_\_\_ By: WILLIAM H. GRADIE  
Plaintiff

Dated: 1/24/20 C.R. ENGLAND, INC.

By:   
T.J. ENGLAND

1 Dated: February 4, 2020

THE VAN VLECK LAW FIRM

2  
3 By:   
4 BRIAN VAN VLECK  
Attorneys for Plaintiffs and the Class

5  
6 Dated: \_\_\_\_\_

BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP

7  
8  
9 By: \_\_\_\_\_  
KYLE R. NORDREHAUG  
Attorneys for Plaintiffs and the Class

10  
11 Dated: \_\_\_\_\_

NOSSAMAN LLP

12  
13 By: \_\_\_\_\_  
14 DREW R. HANSEN  
Attorneys for Defendant

1 Dated: \_\_\_\_\_

THE VAN VLECK LAW FIRM

2  
3 By: \_\_\_\_\_  
4 BRIAN VAN VLECK  
Attorneys for Plaintiffs and the Class

5  
6 Dated: 1/14/20

BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP

7  
8 By:   
9 KYLE R. NORDREHAUG  
Attorneys for Plaintiffs and the Class

10  
11 Dated: \_\_\_\_\_

NOSSAMAN LLP

12  
13 By: \_\_\_\_\_  
14 DREW R. HANSEN  
Attorneys for Defendant

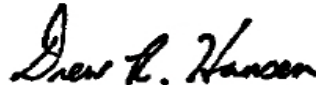
1 Dated: \_\_\_\_\_ THE VAN VLECK LAW FIRM

2  
3 By: \_\_\_\_\_  
4 BRIAN VAN VLECK  
5 Attorneys for Plaintiffs and the Class

6 Dated: \_\_\_\_\_ BLUMENTHAL NORDREHAUG BHOWMIK  
7 DE BLOUW LLP

8  
9 By: \_\_\_\_\_  
10 KYLE R. NORDREHAUG  
11 Attorneys for Plaintiffs and the Class

12 Dated: February 4, 2020 NOSSAMAN LLP

13 By:   
14 DREW R. HANSEN  
15 Attorneys for Defendant  
16  
17  
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**EXHIBIT “A”**



**UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH**

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT AND HEARING  
DATE FOR COURT APPROVAL**

WILLIAM H. GRADIE, MILTON HARPER,  
RONNIE STEVENSON, AND JONATHAN  
MITCHELL, individuals, on behalf of themselves, and  
on behalf of all persons similarly situated,

Plaintiffs,

vs.

C.R. ENGLAND, INC., a Corporation; and DOES 1-  
50, inclusive,

Defendants.

Case No. 2:16-cv-00768-DN

**TO: ALL CURRENT AND FORMER TRUCK DRIVERS EMPLOYED BY C.R. ENGLAND,  
INC. IN CALIFORNIA AT ANY TIME DURING THE PERIOD FROM MARCH 12,  
2014 THROUGH [REDACTED], 2020]**

**PLEASE READ THIS NOTICE CAREFULLY. THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH AUTHORIZED THIS NOTICE. THIS IS NOT A  
SOLICITATION FROM A LAWYER.**

**INTRODUCTION**

This Notice describes a proposed settlement (the “Settlement”) of the class action lawsuit *William H. Gradie et al. vs. C.R. England, Inc.*, Case No. 2:16-cv-00768-DN (“Action”), now pending in the United States District Court for the District of Utah (the “Court”), and is being sent to you by Order of the Court, which has preliminarily approved the Settlement. The Settlement will provide money to pay claims of truck drivers who were employed by C.R. England, Inc. (“Defendant”) in California during the class period. The Settlement will resolve all claims that were, or which could have been, asserted in the Action by William H. Gradie, Milton Harper, Ronnie Stevenson, and Jonathan Mitchell (the “Plaintiffs”) on an individual, class, collective, or representative basis, including, but not limited to, claims under the California Labor Code, Wage Order No. 9-2001, the California Business & Professions Code, the California Code of Regulations, the California Civil Code, and the California Private Attorneys General Act.<sup>1</sup>

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<sup>1</sup> The settlement of the Action also disposes of the related declaratory relief action captioned *William H. Gradie et al. vs. C.R. England, Inc.*, Case No. 2:16-cv-01015-DN (“Declaratory Relief Action”). The Settlement likewise required that Plaintiffs Harper, Stevenson and Mitchell dismiss without prejudice the putative class action captioned *Milton Harper, Ronnie Stevenson, and Jonathan Mitchell v. C.R. England, Inc.*, Case No. 2:16-cv-906-RJS-CMR (D. Utah) (“Harper Lawsuit”). The Harper Lawsuit was dismissed without prejudice in accordance with the Settlement on December 20, 2019. The Action, Declaratory Relief Action, and Harper Lawsuit are referred to collectively as the “Lawsuits”.

You have received this notice because records indicate that you worked as a truck driver for Defendant in California at some point during the period of March 12, 2014 through [REDACTED], 2020. This Notice informs you of your rights under the Settlement.

The following table summarizes your options in responding to this Notice and the result of you exercising each option. These options are described in more detail below.

<b>SUMMARY OF LEGAL RIGHTS AND OPTIONS</b>	
<b>OPTION</b>	<b>RESULT</b>
Do nothing	Accept the terms of the Settlement. Receive a monetary payment.
Submit a written request for exclusion from the Settlement	Request to be excluded from the Settlement and retain your rights to act individually, which could mean doing nothing, bringing your own claim, etc. If you exclude yourself, you will <b>not</b> receive your portion of the Settlement Payment and will not be allowed to comment on the Settlement in any way.
Object	Write to the Court and explain any concerns you have regarding the Settlement.
Attend hearing	Request to speak to the Court about the fairness of the Settlement.

### **CRITICAL DATES**

**[EXCLUSION DATE]:** The last date to submit a written request to opt out of the Settlement and retain your rights to bring your own claim.

**[DATE TO OBJECT]:** The last date to mail any written objections to the Settlement.

**[HEARING DATE]:** The date of the fairness hearing to determine whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court.

### **BACKGROUND OF THE CASE**

Plaintiff William H. Gradie filed a putative class action complaint against Defendant on behalf of himself and all other members of the class alleged to be similarly situated on April 20, 2016.<sup>2</sup> On or about May 20, 2016, Defendant timely removed the Action to the United States District Court for the Central District of California pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d). On or about July 7, 2016, the Action was transferred to the District of Utah and assigned Case No. 2:16-cv-00768-DN.

<sup>2</sup> Plaintiff Harper filed a separate proposed class action lawsuit (i.e., the Harper Lawsuit) against Defendant on February 1, 2016. The original complaint in the Harper Lawsuit was then amended on April 12, 2016 to add Plaintiffs Stevenson and Mitchell as named plaintiffs. The complaint in the Harper Lawsuit was then amended for a second time on July 11, 2016. On or about August 24, 2016, Defendant timely removed the Harper Lawsuit to the United States District Court for the Central District of California pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d). On or about August 26, 2016, the Harper Lawsuit was transferred to the District of Utah and assigned Case No. 2:16-cv-00906.

On September 29, 2016, Plaintiff Gradie filed the Declaratory Relief Action against Defendant. The Declaratory Relief Action was subsequently deemed related to and consolidated with the Action.

On November 25, 2019, a First Amended Complaint was filed in the Action, which added Plaintiffs Harper, Stevenson, and Mitchell as named plaintiffs and incorporated all of the claims they had alleged in the Harper Lawsuit into the Action.

In the operative First Amended Complaint filed in the Action, Plaintiffs have alleged, among other things, the following claims and alleged violations against Defendant: (1) Unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (2) failure to pay minimum wages under the California Labor Code, applicable Wage Order, and corresponding regulations; (3) failure to pay regular wages, straight time wages, and overtime wages under the California Labor Code, applicable Wage Order, and corresponding regulations; (4) failure to provide accurate itemized wage statements; (5) failure to maintain copies of accurate itemized wage statements; (6) failure to reimburse for all business-related expenses under the California Labor Code; (7) unlawful deductions in violation of the California Labor Code; (8) failure to provide meal periods as required under the California Labor Code, applicable Wage Order, and corresponding regulations; (9) failure to provide rest periods as required under the California Labor Code, applicable Wage Order, and corresponding regulations; (10) failure to timely pay wages due in violation of California Labor Code §§ 201-203 *et seq.*; (11) failure to pay all wages owed on regularly scheduled paydays in violation of California Labor Code §§ 204 *et seq.*; (12) misrepresentation in violation of California Labor Code §§ 970 through 972 *et seq.*; (13) usury, and; (14) violation of the Private Attorneys' General Act of 2004 (i.e., California Labor Code §§ 2698 *et seq.*).

Defendant contends that the Action lacks merit and that they properly paid truck drivers for all hours worked, including all minimum wages and all other wages of every kind. Defendant also contends that any meal and rest break claims are preempted by federal law (but even if that were not the case it satisfied its meal and rest break obligations to truck drivers), that it provided accurate itemized wage statements and any other required employment records, and that it paid employees whose employment terminated all wages due at the time of termination. Defendant denies that Plaintiffs or the other Class Members are entitled to any relief whatsoever under the California Labor Code, Wage Order No. 9-2001, the California Business & Professions Code, the California Code of Regulations, the California Civil Code, PAGA, or any other law, regulation, or statute of any kind.

The Action has been actively litigated by Plaintiffs' counsel since it was filed in 2016, including obtaining vast amounts of informal discovery and other investigation by Plaintiffs' counsel. The Parties also engaged in intensive fact review and voluntary document exchange prior to mediating this case before Mediator Steve Pearl, who is an experienced and respected mediator for wage and hour disputes. With the assistance of Mediator Pearl and related settlement discussions, the Parties ultimately agreed to the Settlement. The Settlement has been preliminarily approved by the Court.

### **SUMMARY OF THE PROPOSED SETTLEMENT**

#### **Who is included in the Settlement?**

As long as you do not timely opt out of the Settlement and it becomes completely final and no longer capable of being appealed, you are eligible to receive a payment under the Settlement if you were

employed by Defendant as a truck driver in California between March 12, 2014 and [REDACTED], 2020 (the "Class"). The Class thus includes employee truck drivers of any kind who worked for Defendant in the State of California during the Class Period, including, but not limited to, drivers, truck drivers, truck workers, industrial truck workers, industrial truck drivers, Phase I drivers, Phase II drivers, driver trainees, student drivers, and/or any other similar job designation or description that involved driving a truck for Defendant.

Participating Class Member means a Class Member who does **not** submit a valid Election Not to Participate in Settlement (i.e., an opt out form). The Settlement Administrator will provide a monetary payment to each Participating Class Member who is eligible for payment, based on the formula set forth below.

### **What will I receive from the Settlement?**

#### **A. All Participating Class Members will receive their portion of the Settlement Payment**

The Settlement calls for a total Settlement Payment by Defendant of Three Million Six Hundred Thousand Dollars (\$3,600,000.00). After deducting Court approved amounts for attorneys' fees, costs and expenses, the incentive/bonus or service award payments to the Class Representatives, all employee and employer tax withholdings, the payment allocated to the LWDA for its portion of the PAGA payment, and the estimated costs of settlement administration, the remaining amount is the Net QSF which will be paid to Participating Class Members, calculated as follows:

1. The Net QSF will be available for distribution to Participating Class Members.
2. A Participating Class Member's Settlement Share will be calculated as follows: (1) calculating the total weeks worked by all Participating Class Members based on the Class Data (the "Total Work Weeks"); (2) dividing each Participating Class Member's work weeks based on the Class Data by the Total Work Weeks to determine his or her proportionate share of the Net QSF (for each Participating Class Member, the "Settlement Share Proportion"); and (3) multiplying each Participating Class Member's Settlement Share Proportion by the Net QSF.

#### **B. When will I receive my portion of the Settlement Payment?**

The portion of the Settlement Payment to be paid to Participating Class Members will be paid approximately 30 days after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. Please be patient.

#### **C. Certain Participating Class Members May Also Receive Debt Forgiveness**

In addition to the Settlement Payment, Defendant will release and discharge any liquidated damages (which are set at exactly \$2,500 under the Driver Education and Employment Contract) and interest for those Participating Class Members that Defendant contends are owed to Defendant by any Participating Class Member under a Driver Education and Employment Contract or related tuition agreement owned by Defendant as of [insert date]. By releasing the aforementioned interest and liquidated damages, it is understood that Defendant is not releasing any principal amounts of tuition owed to it by any

Participating Class Member.

**Service Award to Class Representatives:** Subject to approval and order by the Court, and pursuant to applicable legal standards, there will be a payment to Plaintiffs of up to \$12,000.00 each (but no more). This payment is to reimburse Plaintiffs for assisting in the investigation, participating in the case, providing a general release, and otherwise assisting Class Counsel. Defendant will not oppose this request.

**Attorneys' Fees and Costs:** Subject to approval and order by the Court, and pursuant to applicable legal standards, Class Counsel will seek an award of attorneys' fees in an amount up to One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00), which is 40% of the Settlement Payment. In addition, Class Counsel may ask to be reimbursed for costs in an amount up to Ninety Thousand Dollars (\$90,000.00) incurred in prosecuting this action. The awarded attorneys' fees shall be allocated 50% to The Van Vleck Law Firm, LLP and 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The awarded attorney's costs shall be allocated based on the amount incurred by Class Counsel. Class Counsel believes that the amounts for costs and attorneys' fees requested is fair and reasonable and Defendant will not oppose Class Counsel's request for these amounts.

**Labor & Workforce Development Agency Payment of PAGA Penalties:** Subject to approval and order by the Court, and pursuant to applicable legal standards, there will be a payment to the California Labor & Workforce Development Agency ("LWDA") of Fifty Four Thousand Dollars (\$54,000.00) for the LWDA's portion (75%) of the purported penalties attributable to the PAGA claims asserted in the Action.

**Settlement Administrator:** The Court has appointed [REDACTED] to act as an independent Settlement Administrator to process this Settlement, to resolve any dispute concerning a Class Member's eligibility to participate in the Settlement and his or her share of the Settlement proceeds and to make payments to the Participating Class Members. Subject to approval and order by the Court, the independent Settlement Administrator will be reimbursed for administering this Settlement from the Settlement Payment.

### **YOUR LEGAL REPRESENTATION**

The Court has decided that the following attorneys are qualified to represent you and all other Settlement Class Members:

Kyle R. Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
2255 Calle Clara  
La Jolla, California 92037  
Tel: (858) 551-1223  
Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)

Brian Van Vleck  
The Van Vleck Law Firm, LLP  
5757 Wilshire Blvd., Suite 535  
Los Angeles, CA 90036  
Telephone: (323) 920-0250  
Email: [bvanvleck@vvlawgroup.com](mailto:bvanvleck@vvlawgroup.com)

These attorneys are called "Class Counsel." You do not need to hire your own attorney because Class Counsel is working on your behalf. You do, however, have the right to have your own attorney, but you will be required to pay his or her fees. If you have questions or desire additional details, you may call, email or correspond with Class Counsel. You may also view any of the documents on file with the

Court in the Action at the United States District Court for the District of Utah, 351 South West Temple, Salt Lake City, Utah 84101, or through PACER at <https://ecf.utd.uscourts.gov/>.

**WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

**Receive a Settlement Share:** To receive a monetary payment from the settlement administrator, you do not have to do anything. A check for your Settlement Share will be automatically mailed to you at the same address as this Notice so long as the Settlement is approved. If your address is incorrect or changes, you must notify the Settlement Administrator.

The Settlement Administrator is [REDACTED].

**Excluding Yourself from the Settlement:** If you do not wish to be bound by the Settlement, you must submit a request for exclusion in writing to Class Counsel and Defendant's Counsel (an "Election Not to Participate in Settlement"). To be valid, the Election Not to Participate in Settlement document must (1) be in writing and signed by the Class Member, (2) include the name and address of the Class Member, and (3) indicate the Class Member's request to be excluded from the Settlement Class in *Gradie et al. v. C.R. England, Inc.* The Election Not to Participate in Settlement document must be postmarked no later than [EXCLUSION DEADLINE] to the Settlement Administrator at the address listed on this Notice. Any person who submits a complete and timely Election Not to Participate in Settlement document shall, upon receipt by the Settlement Administrator, no longer be a Participating Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims he or she may have against Defendant but is not required to do anything. An incomplete, untimely or unsigned Election Not to Participate in Settlement document will be deemed invalid.

**Objection to Settlement:** If you opt out of the Settlement, you do not have any right to object to it. So long as you do not opt out and are a Participating Class Member, you can object to the terms of the Settlement before final approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection with the Clerk of the United States District Court for the District of Utah, 351 South West Temple, Salt Lake City, Utah 84101, and send copies to the Settlement Administrator and the following counsel:

**CLASS COUNSEL**

Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik  
De Blouw LLP  
2255 Calle Clara  
La Jolla, California 92037  
Tel: (858) 551-1223  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

Brian Van Vleck  
The Van Vleck Law Firm, LLP  
5757 Wilshire Blvd., Suite 535  
Los Angeles, CA 90036  
Telephone: (323) 920-0250  
Email: [bvanvleck@vvlawgroup.com](mailto:bvanvleck@vvlawgroup.com)

**DEFENDANT'S COUNSEL**

Drew R. Hansen, Esq.  
Nossaman LLP  
18101 Von Karman Ave., Suite 1800  
Irvine, California 92612



Any written objection shall state each specific reason in support of your objection and any legal support for the objection. Your objection must also state your full name, address, and the dates of your employment with Defendant. To be valid and effective, any objection to approval of the Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than **[OBJECTION DEADLINE]**. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this settlement, you will be solely responsible for the fees and costs of your own attorney.

### **EFFECT OF THE SETTLEMENT**

The Settlement is intended to settle and resolve claims against Defendant as follows: Upon the Effective Date of the Settlement, each and every Participating Class Member hereby releases, discharges, and agrees to hold harmless Defendant and all of the other Released Parties, and each of them, from any and all Claims that have been asserted, or could have been asserted, up through and including the last day of the Class Period based upon the facts or allegations pled in any of the Complaints filed in the Lawsuits (“Claims Released By Participating Class Members”).

As used above, “Claims” means all state and federal claims, causes of action, and forms of relief that have been asserted, or that could have been asserted, based on or arising from the facts or allegations alleged in any of the Complaints in the Lawsuits, whether in an individual, class, collective, or representative capacity, including, but not necessarily limited to, all claims, causes of action, and relief alleged or that could have been alleged based on or arising out of the facts or allegations set forth in the operative First Amended Complaint in the Action. The Claims thus include, but are not limited to, all claims, causes of action, and associated relief regarding minimum wages, regular and straight time wages, overtime wages, hourly wages, piece-rate wages, wages for all time worked, wages for all miles driven, wages for both driving and non-driving time, wages for rest and recovery periods and all other non-productive time, and all other forms of wages of any kind whatsoever, off-the-clock work, payment of all wages owed each pay period, payment of all wages owed upon termination or cessation of employment, meal periods, rest periods, wage statements, pay records, employment and personnel records, business expenses of every kind (e.g., cell phones), deductions of every kind (e.g., charges associated with any Class Members’ attendance at the Premier Truck Driving School or third party school), waiting time penalties, civil penalties, any other penalties, premium compensation, misrepresentation, misclassification (i.e., exempt v. non-exempt), fraud, usury, interest, damages, liquidated damages, statutory damages, punitive damages, restitution, disgorgement, injunctive and declaratory relief, and attorneys’ fees and costs, as well as claims under the California Private Attorneys General Act of 2004 (“PAGA”) and under the California Business & Professions Code §§ 16600 and 17200 *et seq.*, and any other claims, causes of action, relief or remedies that were asserted or that could have been asserted, based upon or arising out of the facts and allegations actually pleaded in the First Amended Complaint in the Action. Without in any way limiting the nature of the foregoing, the Claims include all claims not known or suspected to exist, against Defendant under state, federal or local wage and hour laws or regulations, including all of the statutes, regulations, rules, and wage orders expressly referenced in the First Amended Complaint in the Action along with any additional statutes, regulations, rules, and Industrial Welfare Commission wage orders that could have been asserted arising out of the facts and allegations actually pleaded in any of the Complaints in the Lawsuits, including, but not limited to, claims based, in whole or in part, on California Labor Code §§ 200 through 204, 204b, 204.2, 206, 206.5, 208, 210, 212, 216, 218, 218.5, 218.6, 221 through 224, 225.5, 226, 226.2, 226.3, 226.6,



226.7, 229, 256, 432, 432.5, 450, 451, 510, 512, 551, 552, 558, 970, 971, 972, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802 through 2804, 2810.5, 2698 *et seq.*, and 2699, Wage Order No. 9-2001 as well as any prior iteration or version of that wage order, California Civil Code §§ 1912 *et. seq.*, 3287, and 3289, California Code of Civil Procedure § 1021.5, California Business & Professions Code Sections §§ 16600 and 17200 *et seq.*, title 8 of the California Code of Regulations § 11090, and claims arising under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*

Each Participating Class Member waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California as to the Claims Released By Participating Class Members enumerated above only, and does so understanding the significance of that waiver. Section 1542 provides the following:

*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, must have materially affected his or her settlement with the debtor or released party.*

If you are a Class Member and do not elect to exclude yourself from the Settlement as provided for in this Notice, you will be deemed to have entered into this release and to have released the above-described claims. If the Settlement is approved by the Court and becomes final, the Settlement will be consummated. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue.

#### **FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in the United States District Court for the District of Utah, 351 South West Temple, Salt Lake City, Utah 84101, on **[FINAL APPROVAL HEARING DATE AND TIME]**, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses, Plaintiffs' service awards, the payment to the LWDA, and the payment to the Settlement Administrator. The hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing unless you wish to be heard.

#### **ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action Settlement and Release of Claims," which is on file with the Clerk of the Court. The pleadings and other records in the Action, including the aforementioned Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the District of Utah, 351 South West Temple, Salt Lake City, Utah 84101, or through PACER at <https://ecf.utd.uscourts.gov/>. You may also contact Class Counsel listed above to obtain settlement documents.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, AND NOT DEFENDANT'S COUNSEL.**

**EXHIBIT “B”**

**Exhibit "B"**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH – CENTRAL DIVISION

WILLIAM H. GRADIE, MILTON  
HARPER, RONNIE STEVENSON, and  
JONATHAN MITCHELL, individuals, on  
behalf of themselves, and on behalf of all  
persons similarly situated,

Plaintiffs,

vs.

C.R. ENGLAND, INC., a Corporation;  
and Does 1 through 100, Inclusive,

Defendant.

Lead Case No. 2:16-cv-00768-DN  
Member Case No. 2:16-cv-001015-DN

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Judge:

1 On \_\_\_\_\_, 2019, the Court received an unopposed motion by Plaintiffs  
2 William H. Gradie, Milton Harper, Ronnie Stevenson, and Jonathan Mitchell  
3 (“Plaintiffs”) requesting preliminary approval of a proposed class-wide settlement  
4 of the above-captioned action. Having considered the Joint Stipulation of Class  
5 Action Settlement and Release of Claims (the “Stipulation” or “Settlement”) and all  
6 Exhibits thereto, including the proposed Class Notice (which is Exhibit A to the  
7 Stipulation), it is hereby ORDERED as follows:

8 1. This Order incorporates by reference the definitions in the Joint  
9 Stipulation of Class Action Settlement and Release of Claims (“Settlement,”  
10 “Agreement,” or “Settlement Agreement”), which, together with the exhibits  
11 thereto, sets forth the terms and conditions for a proposed settlement, and unless  
12 otherwise provided herein, capitalized terms shall have the meanings set forth in the  
13 Stipulation.

14 2. The Court finds on a preliminary basis that the settlement  
15 memorialized in the Stipulation falls within the range of reasonableness and,  
16 therefore, meets the requirements for preliminary approval. It appears to the Court  
17 that counsel for the Parties have conducted extensive and costly investigation and  
18 research such that they are able to reasonably evaluate their respective positions. It  
19 further appears to the Court that the Settlement will avoid substantial additional  
20 costs by all Parties and the delay and risks that would be presented by further  
21 prosecution of the Action. It further appears that the Parties have reached this  
22 Settlement as the result of intensive, serious and non-collusive, arms-length  
23 negotiations before a neutral mediator, and entered into the Settlement in good  
24 faith.

25 3. The Court has reviewed the monetary recovery granted as part of the  
26 Settlement and preliminarily finds that the monetary settlement awards and  
27 forgiveness of debt made available to all Class Members are fair, adequate and  
28

1 reasonable when balanced against the probable outcome of further litigation  
2 relating to liability and damages issues.

3 4. The Court conditionally certifies, for settlement purposes only, the  
4 following settlement class described in more detail in the Stipulation:

5 All current and former truck drivers employed by  
6 Defendant in the State of California during the Class  
7 Period. The Class Period is the period of time beginning  
8 on, and including, March 12, 2014, and continuing up  
9 through sixty (60) days after the Stipulation was signed  
by all Parties or the date of this Order, whichever date is  
earlier.

10 5. The Court finds, for settlement purposes only, that the requirements of  
11 Federal Rules of Civil Procedure 23(a) and 23(b)(3) are satisfied, with the  
12 exception of the manageability requirement of Rule 23(b)(3), which the Court need  
13 not address for purposes of settlement.

14 6. The Court finds that the members of the Settlement Class are so  
15 numerous as to make it impracticable to join all Class Members; the Class is  
16 ascertainable; there are common questions of law and fact involving the claims  
17 being settled by this Agreement; Plaintiffs' claims are typical of the claims of the  
18 Class Members; Plaintiffs and Class Counsel are adequate representatives of the  
19 Class; and the prosecution of separate actions by individual Class Members would  
20 create the risk of inconsistent or varying adjudications which would establish  
21 incompatible standards of conduct.

22 7. The common questions of law and fact involving the claims being  
23 settled by this Settlement Agreement, include, but are not limited to, the following:

- 24 a. Whether Defendant failed to pay Class Members minimum wage  
25 under California law.  
26 b. Whether Defendant failed to pay Class Members any overtime  
27 wages under California law.  
28

- c. Whether Defendant failed to provide accurate, itemized wage statements to the Class Members under California law.
- d. Whether Defendant failed to maintain accurate, itemized wage statements for the Class Members under California law.
- e. Whether Defendant failed to reimburse Class Members for required business expenses under California law.
- f. Whether Defendant took any unlawful deductions from Class Members in violation of California law.
- g. Whether Defendant failed to provide off-duty meal and rest periods under California law.
- h. Whether Defendant failed to timely pay all wages owed to Class Members upon termination of their employment.
- i. Whether Defendant failed to timely pay all wages owed to Class Members each pay period.
- j. Whether Defendant followed a consistent policy and practice of allegedly imposing unlawful wage deductions and payment of expenses by, *inter alia*: requiring Class Members to pay out of their own pockets for the Premier Truck Driving School; requiring Class Members to purportedly patronize Defendant's own for-profit training and finance program; and deducting from wages for training costs, alleged "liquidated damages," usurious interest rates, and other sums supposedly owed to Defendant.
- k. Whether Defendant made false representations to Class Members that: (a) the actual out-of-pocket cost to Defendant for its training was in excess of \$5,000; (b) full-time work would be "guaranteed" by Defendant for at least the mandated nine-month term of employment; (c) that during this "guaranteed" employment period

1 their employment would not be terminable “at will” on the same  
 2 basis as other Defendant employees, but rather would be terminable  
 3 only for demonstrated “good cause”; and (d) that Defendant would  
 4 fully pay the cost of training on their behalf and thereby cause the  
 5 Promissory Note to be satisfied and discharged upon completion of  
 6 their nine-month term of employment.

- 7 1. Whether Defendant violated California’s unfair competition law;
- 8 m. Whether Defendant charged usury interest rates in excess of 18% to
- 9 Class Members pursuant to the terms of Promissory Notes which
- 10 were allegedly required to obtain employment with Defendant.

11 8. This Order, which conditionally certifies a class action for settlement  
 12 purposes only, shall not be cited in this or any matter for the purpose of seeking  
 13 class certification, opposing decertification, or for any other purpose other than  
 14 enforcing the terms of the Stipulation.

15 9. The Court appoints Plaintiffs as the Class Representatives for purposes  
 16 of the Settlement.

17 10. The Court appoints the law firms of Blumenthal Nordrehaug  
 18 Bhowmik De Blouw LLP and The Van Vleck Law Firm as Class Counsel for  
 19 purposes of the Settlement and the releases and other obligations therein.

20 11. The Court appoints \_\_\_\_\_ as the Settlement  
 21 Administrator.

22 12. The Class Notice, attached as Exhibit A to the Stipulation, is approved.  
 23 The Settlement Administrator is ordered to mail the Class Notice to the Class  
 24 Members as provided in the Stipulation.

25 13. Each Class Member will have sixty (60) days after the date on which  
 26 the Settlement Administrator mails the Class Notice to submit a properly completed  
 27 and executed Election Not to Participate in Settlement document in order to exclude  
 28



1 themselves from the Settlement. A completed and executed Election Not to  
 2 Participate in Settlement document will be deemed timely submitted to the  
 3 Settlement Administrator if it is (i) mailed to the Settlement Administrator by first-  
 4 class mail and postmarked by not later than the deadline for submission stated  
 5 above; or (ii) delivered to and received by the Settlement Administrator by the  
 6 deadline for submission stated above, whether by mail, facsimile transmission,  
 7 professional delivery, or personal delivery. To be valid, the Election Not to  
 8 Participate in Settlement document must comply with the procedure set forth in the  
 9 Notice and must (1) be in writing and signed by the Class Member, (2) include the  
 10 name and address of the Class Member, and (3) indicate the Class Member's  
 11 request to be excluded from the Settlement Class in *Gradie et al. v. C.R. England,*  
 12 *Inc.*

13 14. Each Class Member who does not timely submit an Election Not to  
 14 Participate in the Settlement document will have sixty (60) days after the date on  
 15 which the Settlement Administrator mails the Class Notice to object to the  
 16 Settlement by serving on the Settlement Administrator, Class Counsel, and Counsel  
 17 for Defendant, and filing with the Court, a written objection to the Settlement,  
 18 Plaintiffs' Service Payments, and/or Class Counsel's attorneys' fees and costs. A  
 19 Class Member who does not serve a written objection in the manner and by the  
 20 deadline specified above will be deemed to have waived any objection and will be  
 21 precluded from making any objection to the Settlement.

22 15. The Court will conduct a Fairness Hearing on \_\_\_\_\_,  
 23 2020 at \_\_\_\_\_ to determine whether the Settlement as set forth in the  
 24 Stipulation should be finally approved as fair, reasonable, and adequate as to all  
 25 Participating Class Members, whether the Court should grant Plaintiffs' request for  
 26 the Plaintiffs' Service Payments, and whether the Court should grant Plaintiffs'

1 request for attorneys' fees and costs for Class Counsel. The Fairness Hearing may  
2 be continued without further notice to the Class Members.

3 16. Class Counsel shall file a motion with the Court requesting final  
4 approval of the Settlement at least twenty-eight (28) days prior to the Fairness  
5 Hearing.

6 17. The Class Representatives and Class Counsel may file a motion  
7 requesting the Plaintiffs' Service Payment and attorneys' fees and costs no later  
8 than fourteen (14) days prior to the deadline for objections, which motion shall be  
9 accessible to the Class as directed in the Class Notice.

10 18. As of the date this Order is signed, all dates and deadlines associated  
11 with the Action shall be vacated, other than those contemplated herein and in the  
12 Settlement Agreement, and pertaining to the administration of the Settlement of the  
13 Action.

14 **IT IS SO ORDERED.**

15  
16 Dated: \_\_\_\_\_, 20\_\_

17 \_\_\_\_\_  
18 Hon. David Nuffer  
19 United States District Judge  
20 District of Utah  
21  
22  
23  
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28

**EXHIBIT “C”**

**Exhibit "C"**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH – CENTRAL DIVISION

WILLIAM H. GRADIE, MILTON  
HARPER, RONNIE STEVENSON, and  
JONATHAN MITCHELL, individuals, on  
behalf of themselves, and on behalf of all  
persons similarly situated,

Plaintiffs,

vs.

C.R. ENGLAND, INC., a Corporation;  
and Does 1 through 100, Inclusive,

Defendant.

Lead Case No. 2:16-cv-00768-DN  
Member Case No. 2:16-cv-001015-DN

**[PROPOSED] ORDER  
(1) CONFIRMING CERTIFICATION  
OF CLASS ACTION FOR  
SETTLEMENT PURPOSES;  
(2) GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT;  
AND (3) ENTERING FINAL  
JUDGMENT**

1 This matter came on for hearing upon the Court's Order of \_\_\_\_\_,  
 2 2019 (the "Preliminary Approval Order") and following Plaintiffs' unopposed  
 3 motion for final approval of the settlement in this action. Due and adequate notice  
 4 having been given to the Class (as defined in footnote 1 below), and the Court  
 5 having considered all papers filed and proceedings had herein and all oral and  
 6 written comments received regarding the proposed Settlement, and having reviewed  
 7 the record in the above captioned matter, and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS  
 9 FOLLOWS:

10 1. The Court has jurisdiction over the subject matter of the above-  
 11 captioned action (the "Action"), the Plaintiffs William H. Gradie, Milton Harper,  
 12 Ronnie Stevenson, and Jonathan Mitchell ("Plaintiffs"), Defendant C.R. England,  
 13 Inc. ("Defendant") and all truck drivers employed in California by Defendant at any  
 14 time during the Class Period (collectively the Class<sup>1</sup> or "Class Members"). The  
 15 Class Period is March 12, 2014 through \_\_\_\_\_, 2020.

16 2. All terms herein shall have the same meaning as terms defined in the  
 17 Joint Stipulation of Class Action Settlement and Release of Claims (the  
 18 "Stipulation" or "Settlement"), unless specifically provided otherwise herein.

19 3. The Court grants final approval of the parties' Settlement on the terms  
 20 set forth in the Stipulation.

21 \_\_\_\_\_  
 22 <sup>1</sup> As set forth in the Stipulation, "Class" means all current and former truck drivers  
 23 employed by Defendant in the State of California during the Class Period. The  
 24 Class thus includes employee truck drivers of any kind who worked for Defendant  
 25 in the State of California during the Class Period, including, but not limited to,  
 26 drivers, truck drivers, truck workers, industrial truck workers, industrial truck  
 27 drivers, Phase I drivers, Phase II drivers, driver trainees, student drivers, and/or any  
 28 other similar job designation or description that involved driving a truck for  
 Defendant.

1           4.     The Court finds that the distribution by first-class mail of the Class  
2 Notice constituted the best notice practicable under the circumstances to all persons  
3 within the definition of the Class and fully met the requirements of due process  
4 under the United States Constitution and applicable state law. Based on evidence  
5 and other material submitted in conjunction with the Fairness Hearing, the actual  
6 notice to the Class was adequate. These papers informed Class Members of the  
7 terms of the Settlement, their right to a share of the Settlement Payment and to  
8 forgiveness of certain debts, their right to object to the Settlement, their right to  
9 elect not to participate in the Settlement and pursue their own remedies, and their  
10 right to appear in person or by counsel at the Fairness Hearing and to be heard  
11 regarding approval of the Settlement. Adequate periods of time were provided by  
12 each of these procedures, as set forth in the Court's preliminary approval order and  
13 the Stipulation. [No Class Members objected to the Settlement, and only \_\_\_\_  
14 individuals opted out of the Settlement.]

15           5.     The Court finds, for settlement purposes only, that the requirements of  
16 Federal Rules of Civil Procedure 23(a) and 23(b)(3) are satisfied, with the  
17 exception of the manageability requirement of Rule 23(b)(3), which the Court need  
18 not address for purposes of settlement.

19           6.     The Court finds that the members of the Settlement Class are so  
20 numerous as to make it impracticable to join all Class Members; the Class is  
21 ascertainable; there are questions of law and fact common to the Class with respect  
22 to the claims being settled by this Agreement; Plaintiffs' claims are typical of the  
23 claims of the Class Members; Plaintiffs and Class Counsel are adequate  
24 representatives of the Class; and the prosecution of separate actions by individual  
25 Class Members would create the risk of inconsistent or varying adjudications which  
26 would establish incompatible standards of conduct.

1           7.     The questions of law and fact common to the Class, include, but are  
2 not limited to, the following:

- 3           a.   Whether Defendant failed to pay Class Members minimum wage  
4               under California law.
- 5           b.   Whether Defendant failed to pay Class Members any overtime  
6               wages under California law.
- 7           c.   Whether Defendant failed to provide accurate, itemized wage  
8               statements to the Class Members under California law.
- 9           d.   Whether Defendant failed to maintain accurate, itemized wage  
10              statements for the Class Members under California law.
- 11          e.   Whether Defendant failed to reimburse Class Members for required  
12              business expenses under California law.
- 13          f.   Whether Defendant took any unlawful deductions from Class  
14              Members in violation of California law.
- 15          g.   Whether Defendant failed to provide off-duty meal and rest periods  
16              under California law.
- 17          h.   Whether Defendant failed to timely pay all wages owed to Class  
18              Members upon termination of their employment.
- 19          i.   Whether Defendant failed to timely pay all wages owed to Class  
20              Members each pay period.
- 21          j.   Whether Defendant followed a consistent policy and practice of  
22              allegedly imposing unlawful wage deductions and payment of  
23              expenses by, *inter alia*: requiring Class Members to pay out of their  
24              own pockets for the Premier Truck Driving School; requiring Class  
25              Members to purportedly patronize Defendant's own for-profit  
26              training and finance program; and deducting from wages for

training costs, alleged “liquidated damages,” usurious interest rates, and other sums supposedly owed to Defendant.

k. Whether Defendant made false representations to Class Members that: (a) the actual out-of-pocket cost to Defendant for its training was in excess of \$5,000; (b) full-time work would be “guaranteed” by Defendant for at least the mandated nine-month term of employment; (c) that during this “guaranteed” employment period their employment would not be terminable “at will” on the same basis as other Defendant employees, but rather would be terminable only for demonstrated “good cause”; and (d) that Defendant would fully pay the cost of training on their behalf and thereby cause the Promissory Note to be satisfied and discharged upon completion of their nine-month term of employment.

l. Whether Defendant violated California’s unfair competition law;

m. Whether Defendant charged usury interest rates in excess of 18% to Class Members pursuant to the terms of Promissory Notes which were allegedly required to obtain employment with Defendant.

8. The Court further finds Plaintiffs’ claims are typical of the claims of the Class Members and that Plaintiffs are adequate representative of the Class. Plaintiffs all underwent training at Defendant’s training program in reliance on the representations of Defendant. Plaintiffs were all subject to an employment agreement together with terms for liquidated damages, and the allegedly usurious interest rates. At least Plaintiff Gradie was terminated prior to the expiration of that agreement and was obligated to pay the allegedly improper liquidated damages and allegedly usurious interest rates. Plaintiffs were all employed by Defendant and were all allegedly not paid for all time worked and missed meal and rest breaks



1 allegedly resulting in untimely wages and inaccurate wage statements. The  
 2 prosecution of separate actions by individual Class Members against Defendant  
 3 would create the risk of inconsistent or varying adjudications which would establish  
 4 incompatible standards of conduct.

5 9. Accordingly, solely for purposes of effectuating this Settlement, this  
 6 Court has certified a class of all Class Members. Because the Rule 23 class is being  
 7 certified here for settlement purposes only, the Court need not (and does not)  
 8 address the manageability requirement of Rule 23(b)(3). *See Amchem Products,*  
 9 *Inc. v. Windsor*, 521 U.S. 591 (1997).

10 10. The Court approves the Settlement of the Lawsuits, and each of the  
 11 releases and other terms set forth in the Stipulation, as fair, just, reasonable and  
 12 adequate as to the Class, the Plaintiffs, and Defendant. A court “may approve a  
 13 settlement...that would bind class members only after a hearing and on finding that  
 14 the settlement...is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(1)(c). “In  
 15 assessing whether the settlement is fair, reasonable and adequate the trial court  
 16 should consider: (1) whether the proposed Settlement was fairly and honestly  
 17 negotiated; (2) whether serious questions of law and fact exist, placing the ultimate  
 18 outcome of the litigation in doubt; (3) whether the value of an immediate recovery  
 19 outweighs the mere possibility of future relief after protracted and expensive  
 20 litigation; and (4) the judgment of the parties that the Settlement is fair and  
 21 reasonable. *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984).  
 22 Each of these factors is met here.

23 11. First, Plaintiffs and Defendant participated in arms-length negotiations,  
 24 using an experienced mediator of class actions. (Dkt. No. XX at XX.) Although the  
 25 parties did not engage in formal discovery, Plaintiffs had access to more than  
 26 sufficient information to determine the potential value and associated risks of their  
 27

1 claims, including obtaining assistance from a valuation expert. (Dkt. No. XX at  
2 XX.)

3 12. Second, the Court was presented, both in briefing and oral argument,  
4 with serious questions of law and fact regarding the outcome of this matter,  
5 including but not limited to, individual arbitration agreements which on their face  
6 bar class litigation, a 2018 decision from the Federal Motor Carrier Safety  
7 Administration that if upheld would eradicate Plaintiffs' meal and rest break claims,  
8 numerous other substantive defenses to Plaintiffs' claims (including, but not limited  
9 to, federal preemption as well as the fact that certain claims may be barred as a  
10 matter of law) that could substantially impact the outcome of the litigation and  
11 result in no recovery at all for the Class Members, class certification and other  
12 representative action difficulties. (Dkt. No. XX at XX.), etc. The outcome of  
13 protracted litigation is thus far from certain, and Plaintiffs face substantial risks of  
14 not prevailing on their claims and/or being able to proceed with a group-wide  
15 claims.

16 13. Third, the value of immediate recovery here is substantial, and the  
17 possibility of future recovery for the class is tenuous. As discussed above, Plaintiffs  
18 face serious hurdles in prosecuting their claims against Defendant. The proposed  
19 Settlement provides for a non-reversionary net payment of approximately  
20 \$X,XXX,XXX to a class of XX,XXX truck drivers, or approximately \$XXX per  
21 individual. In addition, Class Members will receive debt forgiveness worth  
22 millions of dollars. This Settlement is thus at the very least substantially similar to,  
23 and from the Court's perspective far superior to, two other previously approved  
24 class action settlements against Defendant, which asserted (and released) similar  
25 claims. One of those actions was *Jasper et al. v. CR England, Inc.*, Case No. 2:08-  
26 cv-05266 (C.D. Cal). The other action, *Milton Harper et al. v. C.R. England, Inc.*,  
27

1 Case No. 2:16-cv-906-RJS-CMR (D. Utah) (“*Harper* Action”), involved all of the  
2 same claims alleged in this case as well as three of the four named plaintiffs from  
3 this action. Specifically, in late 2016/early 2017, United States District Court Judge  
4 Dee Benson approved a class action settlement in the *Harper* Action that provided  
5 \$2,350,000 of monetary compensation and no debt forgiveness. While the  
6 settlement of the *Harper* Action was ultimately reversed on a technical standing  
7 ground that had nothing to do with the reasonableness of the settlement or monetary  
8 recovery provided in that case, the parties from that action and Plaintiff Gradie  
9 subsequently negotiated the present settlement that provides for \$3,600,000 of  
10 monetary compensation for the Class and in excess of fifteen million dollars in debt  
11 forgiveness. The Court acknowledges that the *Jasper* and *Harper* cases and  
12 settlements are not identical to this case or the proposed Settlement, but finds that  
13 the risks for Plaintiffs here are substantial, and the comparison of this Settlement to  
14 the *Jasper* and *Harper* settlements are indications of the reasonableness of the  
15 proposed Settlement.

16 14. Finally, the parties have indicated, and the Court agrees, that the  
17 Settlement is fair, adequate, and reasonable under the circumstances. Experienced  
18 counsel for Plaintiffs (which include multiple law firms and numerous lawyers) and  
19 Defendant have affirmed that, given the substantial risk and uncertainty of the  
20 outcome of the case on liability, class-wide litigation, and certification issues, the  
21 proposed Settlement is fair and reasonable. Given the complexity of the litigation,  
22 and uncertain state of the law on a number of issues, the Court finds that the  
23 proposed Settlement should be finally approved. More specifically, the Court finds  
24 that the parties reached this Settlement following meaningful discovery and  
25 investigation conducted by Class Counsel; that the Settlement is the result of  
26 serious, informed, adversarial, and arms-length negotiations between the parties;

1 and that the terms of the Settlement are in all respects fair, adequate, and  
2 reasonable. The Court has considered all of the evidence presented, including  
3 evidence regarding the strength of the Plaintiffs' case; the risk, expense, and  
4 complexity of the claims presented; the likely duration of further litigation; the  
5 amount offered in the Settlement; and the extent of investigation and discovery  
6 completed. [The Court has further considered that only \_\_\_\_ Class Members  
7 submitted objections to the Settlement and only \_\_\_\_ Class Members submitted  
8 valid and timely requests to be excluded from the Class and the Settlement to the  
9 Settlement Administrator.] Accordingly, the Parties and the Settlement  
10 Administrator are directed to perform their respective obligations in accordance  
11 with the terms set forth in the Stipulation and this Order.

12 15. The Court has afforded full opportunity to the Class Members to  
13 participate in the Final Approval Hearing, and all Class Members and other persons  
14 wishing to be heard have been heard. The Class Members also have had a full and  
15 fair opportunity to exclude themselves from the Settlement and the Class.  
16 Accordingly, the Court determines that all Class Members who did not submit valid  
17 and timely requests to be excluded from the Class and the Settlement to the  
18 Settlement Administrator are bound by this Final Approval Order and Judgment.

19 16. Except as to any individual claim of those persons who have validly  
20 and timely requested exclusion from the Class and the Settlement, all of the Claims  
21 asserted in the above-captioned Action are dismissed with prejudice as to the  
22 Plaintiffs and the Participating Class Members. The Parties are to bear their own  
23 attorneys' fees and costs, except as otherwise provided in the Stipulation.

24 17. By this Judgment, the Plaintiffs are hereby bound by and subject to the  
25 general release described in Section XXI.A of the Stipulation. Among other things,  
26 this means that Plaintiffs, on behalf of themselves and their estates, executors,  
27

1 administrators, heirs and assigns, hereby release, discharge, and agree to hold  
2 harmless Defendant and any of its parent companies, subsidiaries, divisions and  
3 other affiliated or related entities, past and present, as well as all of the  
4 aforementioned entities' (including, but not limited to, Defendant's) employees,  
5 officers, directors, agents, attorneys, insurers, partners, shareholders, owners,  
6 representatives, joint venturers and successors and assigns of each (i.e., the  
7 Released Parties), from any and all claims, damages, costs, obligations, causes of  
8 action, actions, demands, rights, and liabilities of every kind, nature and description  
9 whatsoever, whether known or unknown, whether anticipated or unanticipated,  
10 arising on or before the end of the Class Period ("Plaintiffs' Released Claims").

11 18. By this Judgment, Participating Class Members are hereby bound and  
12 subject to the release described in Section XXI.B of the Stipulation. Among other  
13 things, this means that upon the Effective Date of the Settlement, each and every  
14 Participating Class Member hereby releases, discharges, and agrees to hold  
15 harmless Defendant and all of the other Released Parties, and each of them, from  
16 any and all Claims (as that term is defined in Section II.G of the Stipulation) that  
17 have been asserted, or could have been asserted, up through and including the last  
18 day of the Class Period based upon the facts or allegations pled in any of the  
19 Complaints filed in the Lawsuits ("Claims Released By Participating Class  
20 Members").

21 19. Neither the Stipulation nor the Settlement contained therein, nor any  
22 act performed or document executed pursuant to or in furtherance of the Stipulation  
23 or the Settlement: (i) is or may be deemed to be or may be cited or used as an  
24 admission of, or evidence of, the validity of any of the released claims described  
25 above, any wrongdoing or liability of Defendant or any of the Released Parties, or  
26 whether class action certification or any other group-wide status of any kind is

1 warranted in this Action or any other proceeding or that decertification is not  
 2 warranted in this Action or any other proceeding; or (ii) is or may be deemed to be  
 3 or may be used as an admission of, or evidence of, any fault or omission of  
 4 Defendant or any of the Released Parties in any civil, criminal or administrative  
 5 proceeding in any court, administrative agency, arbitration, or other tribunal of any  
 6 kind, nature, or description whatsoever. Defendant may file the Judgment from the  
 7 above-captioned matter in any other action that may be brought against it in order  
 8 to support a defense or counterclaim based on principles of *res judicata*, collateral  
 9 estoppel, release, good faith settlement, judgment bar or reduction or any theory of  
 10 claim preclusion or issue preclusion or similar defense or counterclaim.

11 20. The Action is dismissed on the merits and with prejudice, permanently  
 12 barring the Plaintiffs and Participating Class Members from prosecuting any of  
 13 Claims Released By Participating Class Members against Defendant or any of the  
 14 other Released Parties. Plaintiffs are further barred from prosecuting any of  
 15 Plaintiffs' Released Claims.

16 21. The Court hereby confirms the appointment of Plaintiffs as Class  
 17 Representatives for the Class for purposes of the Settlement. The Court hereby  
 18 confirms the appointment of the law firms of Blumenthal, Nordrehaug, & Bhowmik  
 19 and The Van Vleck Law Firm as Class Counsel for the Class for purposes of  
 20 Settlement and the releases and other obligations therein.

21 22. Pursuant to the Stipulation, Defendant shall pay the Settlement  
 22 Payment in the amount of Three Million Six Hundred Thousand Dollars and No  
 23 Cents (\$3,600,000.00) and shall forgive the Class Members' debts as specified in  
 24 Section XX of the Stipulation. Defendant shall not be required to make any other  
 25 payments of any kind in connection with the Settlement.

23. The Court finds that the plan of allocation for the Settlement Payment set forth in the Stipulation is fair and reasonable and that distribution of the Settlement Payment shall be made in accordance with the terms outlined in the Stipulation, subject to the following:

- a. The Court hereby awards to Class Counsel attorney's fees of \$1,440,000.00 and costs of \$\_\_\_\_\_.
- b. The Court hereby approves the payment of settlement administration costs in the amount of \$\_\_\_\_\_ to the Settlement Administrator for services rendered in connection with the Settlement.
- c. The Court hereby awards to Plaintiffs the Service Payments in the amount of \$12,000.00 each for their contributions to the Action, the risks they undertook to represent the Class, and for their execution of a general release.
- d. The Court hereby approves the payment in the amount of \$54,000.00 to the California Labor and Workforce Development Agency ("LWDA") for its 75% portion of the Private Attorney General Act claims, with the remaining 25% portion (or \$18,000.00) being paid to the Participating Class Members on a pro rata basis based on the number of workweeks worked by each individual.
- e. The Settlement Administrator is directed to make the foregoing payments to Class Counsel, the Settlement Administrator, the Plaintiff, and the LWDA in accordance with the terms of the Stipulation. These payments shall come out of the Qualified Settlement Fund. After deducting the foregoing, the remaining



funds shall constitute the Net Qualified Settlement Fund (“Net QSF”), and the Settlement Administrator shall distribute the Net QSF to the Participating Class Members pursuant to the terms of the Stipulation.

24. All checks sent to Participating Class Members that remain uncashed after one hundred and eighty (180) days, will be paid forthwith to the California Controller’s Unclaimed Property Fund in the name of the Participating Class Member.

25. This Action is hereby dismissed with prejudice. The Court reserves and retains exclusive and continuing jurisdiction over the above-captioned Action, the Class Representatives, the Class, Class Counsel, and Defendant for the purposes of supervising the implementation, effectuation, enforcement, construction, administration and interpretation of the Settlement and this Judgment. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

26. Pursuant to the Stipulation, the Court dismisses with prejudice the Declaratory Relief Action captioned *William Gradie v. C.R. England, Inc.*, Case No. 2:16-cv-001015-DN (D. Utah), which was consolidated with the Action. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure with respect to the Declaratory Relief Action as well.

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2020

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Hon. David Nuffer  
United States District Judge  
District of Utah



**EXHIBIT #2**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

**FIRM RESUME**

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

Partner

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. President and Chairman of the Board, San Diego Petroleum Club Inc., 1985-1986. Chief Operating Officer and General Counsel, Brumark Corporation, 1980-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-present

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973)

**Kyle R. Nordrehaug**

Partner

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-present

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

**Aparajit Bhowmik**

Partner

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Awards: Rising Star 2015

**Nicholas J. De Blouw**

Partner

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

**Piya Mukherjee**

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

**Victoria Rivapalacio**

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> Cir. 2015); Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4<sup>th</sup> 1109 (Cal. Feb. 27, 2015); Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9<sup>th</sup> Cir. 2015); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207

(9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist. LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist. Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist. Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010).

## **LEAD COUNSEL - CLASS ACTION & REPRESENTATIVE CASES**

Sakkab v. Luxxotica Retail North America – In Litigation, On Appeal  
United states District Court, Southern District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit  
**The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425, (9<sup>th</sup> Cir. 2015).

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations, Filed January 2012

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Securitas Wage and Hour Cases - In Litigation, Court of Appeal Fourth Appellate District California

**Court of Appeals concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the court then ruled the trial court erred by invalidating and severing the waiver provision, including an enforceable class action waiver, from the agreement and sending Edwards's entire complaint, including her class action and PAGA claims, to arbitration.**

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4<sup>th</sup> 1109, (Cal. Feb. 27, 2015).

Los Angeles County Superior Court, JCC Proceeding No. 4837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations, Filed December 2013

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Sussex v. Turnberry / MGM Grand Towers - In Litigation, U.S. Court of Appeals 9<sup>th</sup> Circuit

**The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).**

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9<sup>th</sup> Cir. 2015).

U.S. District Court, District of Nevada, Case No. 08-cv-00773

Nature of Case: Securities Violations, Fraud in the sale of Condo/Hotel Units, Filed in 2008

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

4G Wireless Wage Cases - Settled

Orange County Superior Court, JCCP No. 4736

Nature of Case: Employee Wage and Hour Class Action; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Classic Party Rentals Wage & Hour Cases - Settled

Los Angeles Superior Court, Case No. JCCP No. 4672

Nature of Case: Off the Clock; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lavi & Ebrahimian

Abu-Arafeh v. Norco Delivery Service, Inc. – Settled

San Francisco County Superior Court, Case No. CGC-14-540601

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aburto v. Verizon - Settled

U.S. District Court, Southern District California, Case No. 11-cv-0088

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Adkins v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC819546

Nature of Case: Unfair Competition - Bank Interest Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Agah v. CompUSA - Settled

U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx)

Nature of Case: Unfair Competition - Unfair Rebate Program

Plaintiff's Counsel: Blumenthal & Nordrehaug

Akers v. The San Diego Union Tribune - Settled

San Diego County Superior Court, Case No 37-2010-00088571

Nature of Case: Unfair Competition - Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Allec v. Cross Country Bank - Settled

Orange County Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Altman v. SolarCity Corporation - In Litigation, On Appeal

San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aquino v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00395420

Nature of Case: Unfair Competition - Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Baker v. Advanced Disability Management, Inc. – In Litigation

Sacramento County Superior Court, Case No. 34-2014-00160711

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Barcia v. Contain-A-Way - Settled

U.S. District Court, Southern District California, Case No. 07 cv 0938

Nature of Case: ERISA and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Bates v. Verengo, Inc. – Settled

Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Battle v. Charming Charlie Inc. – In Litigation

San Diego County Superior Court, Case No. 37-2014-00005608

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Workman Law Firm P.C.

Behar v. Union Bank - Settled

Orange County Superior Court, Case No. 30-2009-00317275



Nature of Case: Misclassification, Overtime and Labor Code Violations for Priority Banking Officers

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bell v. John Stewart Company - In Litigation

Alameda County Superior Court, Case No. RG14728792

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bennett v. Custom Built Personal Training – In Litigation

Monterey County Superior Court, Case No. M127596

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bermant v. Bank of America, Investment Services, Inc. - Settled

Los Angeles Superior Court, Civil Action No. BC342505

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Arias, Ozzello & Gignac;

United Employees Law Group

Bethley v. Raytheon Company - Settled

United States District Court, Central District of California, Case No. SACV10-01741

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Betorina v. Randstad US, L.P. - Settled

U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Beverage v. Edcoa Inc. – In Litigation

Sacramento County Superior Court, Case No. 2013-00138279

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bolger v. Dr. Martens - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Bova v. Washington Mutual Bank / JP Morgan Chase - Settled

U.S. District Court, Southern District California, Case No. 07-cv-2410

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL

Nature of Case: Unfair Business Practices; Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Briseno v. American Savings Bank - Class Certification Granted, Settled

Orange County Superior Court, Case No. 774773  
Nature of Case: Unfair Competition - Force Ordered Insurance Overcharges  
Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Brueske v. Welk Resorts - Settled  
San Diego Superior Court, Case No 37-2010-00086460  
Nature of Case: Unfair Competition - Wage Hour Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bueche v. Fidelity National Management Services - Settled  
U.S. District Court, Eastern District of California, Case No. 13-cv-01114  
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bunch v. Pinnacle Travel Services, LLC - In Litigation  
Los Angeles County Superior Court, Case No. BC552048  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Buonomo v. ValueVision - Settled  
Minnesota District Court  
Nature of Case: False Advertising, Breach of Warranty  
Plaintiff's Counsel: Blumenthal & Nordrehaug; Mansfield, Tanick & Cohen, P.A.

Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc. - Settled  
Sacramento County Superior Court, Case No. 34-2015-00180282  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cabral v. Creative Communication Tech. - Class Certification Granted, Settled  
Los Angeles Superior Court, Case No. BC402239  
Nature of Case: Labor Code Violations and Expense Reimbursement under Labor Code 2802  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Cardoza v. Wal-Mart Associates, Inc. - In Litigation  
U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR  
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Castro v. Vivint Solar, Inc. - Settled  
San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cavazos v. Heartland Automotive Services, Inc. - Settled  
Riverside County Superior Court, Case No. PSC 1401759  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of Mauro Fiore, Jr., A.P.C.



Citizens for Fair Treatment v. Quest Communications - Settled

San Diego Superior Court

Nature of Case: Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Cohen v. Bosch Tool - Settled

San Diego Superior Court, Case No. GIC 853562

Nature of Case: Unfair Business Practices - Deceptive Advertising - Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

Comstock v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC820803

Nature of Case: Unfair Competition - Force Order Insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Conley v. Norwest - Settled

San Diego County Superior Court, Case No. N73741

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Connell v. Sun Microsystems - Settled

Alameda Superior Court, Case No. RG06252310

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group; Chavez & Gertler

Corrente v. Luxe Valet, Inc. - In Litigation

San Francisco County Superior Court, Case No. CGC-15-545961

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Office of Todd M. Friedman, P.C.

Cruz v. Redfin Corporation - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-05234-TEH

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Culley v. Lincare Inc. & Alpha Respiratory Inc. - In Litigation

Class Certification Granted

U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cunningham v. Leslie's Poolmart, Inc. - In Litigation

U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Quintilone & Associates

Curry v. California Testing Bureau/McGraw Hill - Dismissal Affirmed on Appeal

United States Court of Appeals for the Ninth Circuit

U.S. District Court, Northern District of California, Case No. C-05-4003 JW

Nature of Case: ERISA Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Danford v. Movo Media - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Unlawful Violation of Unruh Civil Rights Act

Plaintiff's Counsel: Blumenthal & Nordrehaug

Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, Review before the California Supreme Court Affirmed Preemption

San Diego Superior Court, Case No. JCCP 4042

Nature of Case: Unfair Business Practices-Unlawful, Deceptive and Unfair Marketing of Cigarettes to Children

Plaintiff's Counsel: Blumenthal & Nordrehaug; Thorsnes, Bartolotta & McGuire; Chavez & Gertler

Davis v. Genex Holdings Inc. - Settled

Santa Clara County Superior Court, Case No. 1-13-cv-240830

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Davis v. Clear Connection, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Day v. WDC Exploration - Settled

Orange County Superior Court, Case No. 30-2010-00433770

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dedrick v. Hollandia Dairy - In Litigation

San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Delmare v. Sungard Higher Education - Settled

U.S. District Court, Southern District of California, Case No. 07-cv-1801

Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Del Rio v. Tumi Stores, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dewane v. Prudential - Settled

U.S. District Court, Central District of California, Case No. SA CV 05-1031

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Wynne Law Firm; Thierman Law Firm P.C.

Diesel v. Wells Fargo Bank - Settled

Orange County Superior Court, Case No. 30-2011-00441368

Nature of Case: Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dirienzo v. Dunbar Armored - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-2745

Nature of Case: Expense Reimbursement under Labor Code 2802, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Dobrosky v. Arthur J. Gallagher Service Company, LLC –

Class certification Granted, *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014);

Settled;

Nature of Case: Employee Misclassification; Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dodds v. Zaven Tootikian – Settled

Lo Angeles County Superior Court, Case No. BC494402

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dorr v. PICO Enterprises, Inc. & Charles E. Phyle - In Litigation

Alameda County Superior Court, Case No. RG15772362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Downtown Inns v. Pac Bell - Settled

California Public Utilities Commission

Nature of Case: Illegal Charge

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill

Drumheller v. Radioshack Corporation - Settled

United States District Court, Central District of California, Case No. SACV11-355

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Enger v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-1670

Nature of Case: Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Escobar v. Silicon Valley Security & Patrol, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv272514

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fallah v. Cingular Wireless - Settled

Orange County Superior Court / U.S. District Court, Central District of California

Nature of Case: Unfair Competition - Unfair Rebate Program

Plaintiff's Counsel: Blumenthal & Nordrehaug

Fierro v. Chase Manhattan - Class Certification Granted, Settled  
San Diego Superior Court, Case No. GIN033490  
Nature of Case: Unfair Competition - Bank Interest Overcharges  
Plaintiff's Counsel: Blumenthal & Nordrehaug

Figueroa v. Circle K Stores, Inc. - Settled  
San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases) - Settled  
San Diego Superior Court, Case No. JCCP 4532  
Nature of Case: Unfair Competition, Violation of Civil Code 1747.08  
Plaintiff's Counsel: Blumenthal & Nordrehaug

Fletcher v. Verizon - Settled  
U.S. District Court, Southern District of California, Case No. 09-cv-1736  
Nature of Case: Employee Overtime, Labor Code Violations, FLSA  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Francisco v. Diebold - Settled  
U.S. District Court, Southern District of California, Case No. 09-cv-1889  
Nature of Case: Employee Overtime, Labor Code Violations, FLSA  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Friend v. Wellpoint - Settled  
Los Angeles Superior Court, Case No. BC345147  
Nature of Case: Labor Code Violations  
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Frudakis v. Merck Sharp & Dohme  
U.S. District Court, Central District California, Case No. SACV 11-00146  
Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fulcher v. Olan Mills, Inc. - Settled  
U.S. District Court, Northern District of California, Case No. 11-cv-1821  
Nature of Case: Employee Overtime, Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gabisan v. Pelican Products - Settled  
U.S. District Court, Southern District California, Case No. 08 cv 1361  
Nature of Case: Labor Code Violations  
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Galindo v. Sunrun Installation Services Inc. - In Litigation  
San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallagher v. Legacy Partners Commercial - Settled  
Santa Clara County Superior Court, Case No. 112-cv-221688

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallardo v. AIG Domestic Claims, Inc. – In Litigation, On Appeal

United States District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gauthier v. Apple, Inc. – In Litigation

Santa Clara County Superior Court, case No. 1-13-cv-254557

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ghattas v. Footlocker Retail, Inc. – Settled

U.S. District Court Central District of California, Case No. CV 13-0001678 PA

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gibson v. World Savings - Judgment for Class after Appeal - Settled

Orange County Superior Court, Case No. 762321

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gill v. Parabody, Inc. - Settled

San Diego Superior Court

Nature of Case: Product Defect

Plaintiff's Counsel: Blumenthal & Nordrehaug

Goerzen v. Interstate Realty Management, Co. - Settled

Stanislaus County Superior Court, Case No. 679545

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gomez v. Enterprise Rent-A-Car - Settled

U.S. District Court, Southern District of California, Case No. 3:10-cv-02373

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gordon v. Wells Fargo Bank - Settled

U.S. District Court, Southern District of California, Case No. 3:11-cv-00090

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Goodman v. Platinum - In Litigation

U.S. District Court, District of Nevada, Case No. 09-cv-00957

Nature of Case: Violation of Nevada and Federal law in the sale of Condo/Hotel units, ILSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Grabowski v. CH Robinson - Settled

U.S. District Court, Southern District of California, Case No. 10-cv-1658

Nature of Case: Employee Misclassification; Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Greer v. Fleet Mortgage - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Bank Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gross v. ACS Compiq Corporation - Settled

Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gripenstraw v. Buffalo Wild Wings - Settled

U.S. District Court, Eastern District of California, Case No. 12-CV-00233

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gruender v. First American Title - Settled

Orange County Superior Court, Case No. 06 CC 00197

Nature of Case: Title Officer Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group; Wagner & Jones; Cornwell & Sample

Guillen v. Univision Television Group, Inc. & Univision Management Co. - Settled

San Francisco County Superior Court, Case No. CGC-12-526445

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gujjar v. Consultancy Services Limited - Settled

Orange County Superior Court, Case No. 30-2010-00365905

Nature of Case: IT Analyst Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Gutierrez v. Five Guys Operations, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hahn v. Circuit City – Settled

San Diego Superior Court; U.S. District Court, Southern District of California

Nature of Case: Unfair Business Practices, Failure to Pay Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Hanby v. Elite Show Services, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00007372-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Handler v. Oppenheimer

Los Angeles Superior Court, Civil Action No. BC343542

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Perona, Langer, Beck, Lallande and Serbin



Harley v. Tavistock Freebirds, LLC - In Litigation

Sacramento County Superior Court, Case No. 34-2014-00173010

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Harrington v. Corinthian Colleges – Class Certification Granted, In Litigation

Orange Superior Court; United States Bankruptcy Court District of Delaware

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug, Bhowmik; Righetti Glugoski, P.C.

Harvey v. PQ Operations, Inc. – In Litigation

Los Angeles County Superior Court, Case No. BC497964

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Henshaw v. Home Depot U.S.A. - Settled

United States District Court, Central District of California, Case No. SACV10-01392

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Heithold v. United Education Institute – In Litigation

Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hibler v. Coca Cola Bottling - Settled

U.S. District Court, Southern District of California, Case No. 11cv0298

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Higgins v. Maryland Casualty - Settled

San Diego County Superior Court

Nature of Case: Unfair Business Practices-Deceptive Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC - Settled

U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; James Hawkins APLC

Hoffman v. National Warranty Insurance - Class Certification Granted, Settled

District Court for the State of Nevada

Nature of Case: Auto Warranty Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards; Gerard & Associates

Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles – In Litigation, On Appeal

United States District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Howard v. Southern California Permanente Medical Group - In Litigation

Los Angeles Superior Court, Case No. BC586369

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hughes v. Parexel International - Settled

Los Angeles County Superior Court, Case No. BC485950

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hurley v. Comcast of California/Colorado/Texas/Washington, Inc. - Settled

Defendant's Motion for Summary Judgment Denied;

Sonoma County Superior Court, Case No. SCV-253801

Nature of Case: Unfair Business Practices, Unpaid Commission Wages, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Irving v. Solarcity Corporation – In Litigation

San Mateo County Superior Court, Case No. CIV525975

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jacobs v. Nu Horizons - Settled

Santa Clara County Superior Court, Case No. 111cv194797

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Settled

Orange County Superior Court, Case No. 30-2009-00180102

Nature of Case: Supervisor Misclassification, Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Jones v. E\*Trade Mortgage - Settled

U.S. District Court, Southern District California

Case No. 02-CV-1123 L (JAH)

Nature of Case: TILA Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Robert C. Fellmeth, Esq.

Kennedy v. Natural Balance - Dismissal Reversed on Appeal, Settled

U.S. District Court, Southern District California,

Remanded to San Diego Superior Court, Case No. 37-2007-00066201

Nature of Case: Unfair Competition, Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Keshishzadeh v. Arthur J. Gallagher Service Co. - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

King v. Nordstrom - Settled



San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Kinney v. AIG Domestic Claims / Chartis - Settled

U.S. District Court, Central District of California, Case No. 8:10-cv-00399

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Kizer v. Tristar Risk Management - In Litigation, On Appeal

Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kleinberg v. Reeve Trucking Company, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kove v. Old Republic Title - Settled

Alameda County Superior Court, Case No. RG09477437

Nature of Case: Unfair Competition, Failure to Pay Commissions

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Krellcom v. Medley Communications, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL

Nature of Case: Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Ladd v. Extreme Recovery, LP - Settled

Contra Costa County Superior Court, Case No. MSC11-02790

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Langille v. EMC - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Software Engineer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Lawson v. Marquee Staffing - In Litigation

Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lazar v. Kaiser Foundation Health Plan, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273289

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lemmons v. Kaiser Foundation Hospitals, Inc. - Settled

Sacramento County Superior Court, Case No. 34-2012-00125488

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Levine v. Groeniger - Settled

Alameda County Superior Court, Case No. RG09476193

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) - Settled

U.S. District Court, Central District California, Case No. 07cv501

U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604

Nature of Case: Lender Placed Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Nicholas & Butler

Litton v. Diebold, Incorporated – In Litigation

San Mateo County Superior Court, Case No. CIV524776

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lohn v. Sodexo, Inc. & SDH Services West, LLC - In Litigation

U.S. District Court Central District of California, Case No. 2:15-CV-05409

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lopez v. K-Mart

Ventura County Superior Court, Case No. BC351983

Nature of Case: Overtime - Unfair Business Practice

Plaintiff's Counsel: Blumenthal and Nordrehaug; Arias, Ozzello, & Gignac, LLP; United Employees Law Group

Louie / Stringer v. Kaiser - Settled

U.S. District Court, Southern District California, Case No. 08-cv-0795

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Lucero v. Sears - In Litigation

U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Morris, Sullivan & Lemkul

Lucero v. Kaiser Foundation Hospitals, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL

Nature of Case: Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magallanes v. TSA Stores, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-15-cv-283586

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magana v. El Pollo Loco, Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Maitland v. Marriott - Settled

U.S. District Court, Central District California, Case No. SACV 10-00374

Nature of Case: Chef Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Mandell v. Republic Bank - Settled

Los Angeles County Superior Court

Nature of Case: Breach of Fiduciary Duties to IRA Account Holders

Plaintiff's Counsel: Blumenthal & Nordrehaug

Mann v. NEC Electronics America - Settled

Santa Clara County Superior Court, Case No. 109CV132089

Nature of Case: Meal and Rest Break Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group, Qualls & Workman

Manzanarez v. Home Savings of America - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Overcharge for Inspection Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug

Marchese v. Ty, Inc. - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Yahoo, Inc. - Settled

Nature of Case: Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Hydro-Scape Products, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Mathies v. Union Bank - Class Certification Granted, In Litigation

San Francisco County Superior Court, Case No. CGC-10-498077

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Matloubian v. Home Savings of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

McDermott v. Catalina Restaurant Group Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

McMeans v. ScrippsHealth, - Settled  
San Diego Superior Court  
Nature of Case: Unfair Competition, Lien Overcharges  
Plaintiff's Counsel: Blumenthal & Nordrehaug

McPhail v. First Command - Settled  
United States District Court for the Southern District of California  
Case No.05CV0179 IEG (JMA)  
Nature of Case: Securities Fraud, 10(b)(5) violations  
Plaintiff's Counsel: Blumenthal & Nordrehaug appointed Lead Counsel, Greco & Traficante & Whatley Drake LLC & Gray & White,& Brewer & Carlson, LLP & Franklin & Hance, PSC

Meco v. International Medical Research (and related cases) - Judgment for Class After Trial  
Los Angeles Superior Court  
Nature of Case: Unfair Competition, Product Adulteration, Illegal Sale of Drugs  
Plaintiff's Counsel: Blumenthal & Nordrehaug

Medina v. Universal Protection Service, LP - In Litigation  
Santa Clara County Superior Court, Case No. BC572848  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Meierdiercks v. 8x8, Inc. - Settled  
Santa Clara County Superior Court, Case No. 110CV162413  
Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted  
*Metrow v. Liberty Mut. Managed Care LLC*, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017)  
Nature of Case: Nurse Case Manager Overtime Misclassification

Meyer v. Thinktank Learning, Inc. - In Litigation  
Santa Clara County Superior Court, Case No. 1-15-cv-282698  
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Morales v. Wells Fargo Insurance Services USA, Inc. - In Litigation  
U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL  
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Moreno v. Garden Fresh Restaurant Corp.- In Litigation  
San Diego County Superior Court, Case No. 37-2013-00071988-CU-OE-CTL

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices

Morse v. Marie Callender Pie Shop - Settled

U.S. District Court, Southern District California, Case No. 09-cv-1305

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Butterfield & Schecther, LLP

Muntz v. Lowe's HIW - Settled

San Diego County Superior Court, Case No. GIC880932

Nature of Case: Unfair Competition, Violation of Civil Code 1747.08

Plaintiff's Counsel: Blumenthal & Nordrehaug

Najarian v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00418401

Nature of Case: Unfair Competition - Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nelson v. St. Paul Fire & Marine Insurance - Settled

Brazoria County District Court, Texas

Nature of Case: Deceptive Business Practices in sale of oil & gas reserve insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Nelson v. Avon Products, Inc. -

Class Certification Granted, *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);

Settled;

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nguyen v. Wells Fargo Home Mortgage - Settled

Orange County Superior Court, Case No. 05 CC 00116

Nature of Case: Unfair Business Practices - Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Ochoa v. Eisai, Inc.

U.S. District Court, Northern District California, Case No. 3:11-cv-01349

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ogans v. Nationwide Credit, Inc. - Settled

Sacramento County Superior Court, Case No. 34-2012-00121054

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ohayon v. Hertz - Settled

United States District Court, Northern District of California, Case No. 11-1662

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Olszewski v. ScrippsHealth - Judgment for Plaintiff, Affirmed by Supreme Court

California Supreme Court Decision in Favor of Plaintiff

San Diego Superior Court

Nature of Case: Unfair Competition, Lien Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Olvera v. El Pollo Loco, Inc. – In Litigation

Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Orozco v. Illinois Tool Works Inc. – In Litigation

Class Certification Granted:

*Orozco v. Ill. Tool Works*, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017);

*Orozco v. Ill. Tool Works Inc.*, No. 14-cv-02113-MCE-EFB, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. Nov. 14, 2016)

U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ortega v. Prime Healthcare Paradise Valley, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Owen v. Robinsons May - Dismissed

Los Angeles County Superior Court, Case No. BC355629

Nature of Case: Failure to Pay Earned Vacation, Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group; Clark & Markham

Patel v. Nike Retail Services, Inc. - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lawyers For Justice, PC

Patelski v. The Boeing Company – Settled

United States District Court, Southern District of New York;

transferred to United States District Court, Eastern District of Missouri

Nature of Case: Refund Action

Plaintiffs' Counsel: Blumenthal & Nordrehaug, Sigman, Lewis & Feinberg, P.C.

Pearlman v. Bank of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler



Perry v. AT&T - Settled

U.S. District Court, Northern District California, Case No. 11-cv 01488

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Picus v. Wal-Mart Stores - Settled

U.S. District Court, District of Nevada

Case No. 2:07-CV-00682

Nature of Case: Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, Gerard & Associates

Pittard v. Salus Homecare - Settled

U.S. District Court, Southern District California, Case No. 08 cv 1398

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Port v. Southern California Permanente Medical Group - Settled

San Diego County Superior Court, Case No. 37-2007-00067538

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Postema v. Lawyers Title Ins. Corp. - Settled

Orange County Superior Court, Case No. 30-2010-00418901

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Pratt v. Verizon - Settled

Orange County Superior Court, Case No. 30-2010-00430447

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Proctor v. Ameriquest - Settled

Orange County Superior Court, Case No. 06CC00108

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group, Clark & Markham

Ralphs v. Blockbuster, Inc. – Settled

San Diego Superior Court

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates, Pettersen & Bark

Ramirez v. Estenson Logistics, LLC - In Litigation

Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ramos v. Countrywide - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Chavez & Gertler

Rangel v. Balboa Ambulance - Class Certification Granted, Settled  
San Diego County Superior Court, Case No.  
Nature of Case: Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title - Settled  
Orange County Superior Court, Case No. 30-2010-00359306  
Nature of Case: Failure to Pay Severance Wages  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Redin v. Sterling Trust - Settled  
Los Angeles Superior Court  
Nature of Case: Breach of Fiduciary Duties of IRA Administrator  
Plaintiff's Counsel: Blumenthal & Nordrehaug

Renazco v. Unisys Technical Services, L.L.C. - In Litigation  
San Francisco County Superior Court, Case No. CGC-14-539667  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Reynolds v. Marlboro/Philip Morris U.S.A. - Reversed on Appeal  
United States Court of Appeals for the Ninth Circuit, Case No. 08-55114  
U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH  
Nature of Case: Unfair Competition, Violation of Civil Code §1749.5  
Plaintiff's Counsel: Blumenthal & Nordrehaug

Rezec v. Sony – Settled  
San Diego Superior Court  
Nature of Case: Fraudulent Advertising  
Plaintiffs' Counsel: Blumenthal & Nordrehaug, Prongay & Borderud; The Cifarelli Law Firm

Rix v. Lockheed Martin Corporation - Settled  
U.S. District Court, Southern District of California, Case No. 09-cv-2063  
Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Rieve v. Coventry Health Care -  
Summary Judgment *Sua Sponte* Granted for Plaintiff,  
*Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012)  
Settled  
Nature of Case: Misclassification, Overtime, Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ritchie v. Mauran Ambulance Services, Inc. - Settled  
Los Angeles County, Case No. BC491206  
Nature of Case: Unfair business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Rivers v. Veolia Transportation Services -  
Class Certification Granted;  
Settled;



Sonoma County Superior Court, Case No. SCV 255350  
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Roeh v. JK Hill - Settled

San Diego Superior Court, Case No. 37-2011-00089046  
Nature of Case: Unfair Competition, Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

RocheFord v. SC&E Administrative Service - Settled

Orange County Superior Court  
Nature of Case: Auto Warranty Fraud  
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;  
Gerard, Osuch & Cisneros, LLP

Rodriguez v. Protransport-1, LLC - Settled

San Francisco County Superior Court, Case No. CGC-12-522733  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Romero v. Central Payment Co., LLC - Settled

Marin County Superior Court, Case No. CIV 1106277  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salas v. Evolution Hospitality, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salem v. Alliance Human Services, Inc. - In Litigation

San Diego County Superior Court, Case No. CIVRS1401129  
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty - In Litigation

Los Angeles County Superior Court, BC566065  
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Santone v. AT&T – Settled

United states District Court, Southern District of Alabama  
Nature of Case: Unconscionable Business Practices  
Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates

Santos v. Sleep Train (Sleep Train Wage and Hour Cases) - Settled

Orange County Superior Court, Case No. 30-2008-00214586  
San Francisco County Superior Court, Case No. JCCP 4553  
Nature of Case: Commission Sales Employee Overtime and Labor Code Violations  
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Saravia v. O.C. Communciations - In Litigation

Scarmaento County Superior Court, Case No.

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sawyer v. Vivint, Inc. – In Litigation

U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959

Nature of Case: Overtime, Illinois Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark King, Esq.

Sayaman v. Baxter Healthcare - Settled

U.S. District Court, Central District of California, Case No. CV 10-1040

Nature of Case: Lab Technician Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Schuler v. Ecolab, Inc. - In Litigation

U.S. District Court, Southern District of California, Case No. 3:10-cv-02255

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0017

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Krutcik & Georggin; United Employees Law Group

Scott v. Blockbuster, Inc. – Settled

Count of Appeals, Ninth District of Texas, Beaumont, Texas

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Brothers & Thomas, LLP, Vaughan O. Stewart

Serrato v. Sociedad Textil Lonia, Corp. - Settled

San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Shrivastara v. Fry's Electronics - Settled

Santa Clara County Superior Court, Case No. 111cv192189

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sierra v. Oakley Sales Corp. - In Litigation, On Appeal

Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J

Nature of Case: Fraudulent Stock Buy Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Skillett v. FPI Management, Inc. - In Litigation

Sacramento County Superior Court, Case No. 34-2014-00173218

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Small v. Kaiser Foundation Hospitals - Settled

San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Smith v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Southern District of California, Case No. 08-cv-02353

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Smith v. Fedex Ground Package system, Inc. - In Litigation

Alameda County Superior Court, Case No. RG14734322

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sones v. World Savings / Wachovia - Settled

U.S. District Court, Northern District of California, Case No. 3:08-cv-04811

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Spradlin v. Trump - In Litigation

U.S. District Court, District of Nevada, Case No. 2:08-cv-01428

Nature of Case: Securities Violations and Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates; Burton Wiand, Esq.; Beck & Lee

Steele v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Northern District of California, Case No. 07-5743

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Steffan v. Fry's Electronics, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-13-CV-254011

Nature of Case: Employee Misclassification Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Steroid Hormone Product Cases - Decision on Appeal in Favor of Plaintiff, Settled

Los Angeles Superior Court, JCCP4363

Nature of Case: Unfair Competition - Sale of Illegal Products

Plaintiff's Counsel: Blumenthal & Nordrehaug; Clark & Markham; Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A.

Stevens v. Robinsons-May - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Strauss v. Bayer Corporation – Settled

United States District Court, District of Minnesota

Nature of Case: Baycol Products Liability Litigation

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Fleishman & Fisher

Sustersic v. International Paper Co. - Settled

Orange County Superior Court, Case No. 30-2009-00331538

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of William H. Steiner

Sutton v. Seasons Hospice & Palliative Care of California, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC590870

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Swartout v. First Alarm Security & Patrol, Inc. - Settled

Santa Clara County Superior Court, Case No. 112-cv-231989

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Talamantez v. The Wellpoint Companies, Inc. - Settled

U.S. District Court, Central District of California, Case No. 12-cv-08058

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Tan v. California State Automobile Assn. - Class Certification Granted, Settled

U.S. District Court, Central District California, Case No. 07cv1011

Orange County Superior Court, Case No. 30-2008-00231219

Nature of Case: IT Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Tauber v. Alaska Airlines, et al. - Settled

Los Angeles Superior Court

Nature of Case: Unfair Business Practice - Employment Practices, Violation of Labor Code 450

Plaintiff's Counsel: Blumenthal & Nordrehaug

Thai v. Staff Assistance, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC567943

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas v. Stanford Health Care d/b/a Stanford University Medical Center - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas-Byass v. Michael Kors Stores (California), Inc. - Settled

U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Trujillo v. LivHome - Settled

Orange County Superior Court, Case No. 30-2008-00100372

San Diego County Superior Court, Case No. JCCP4570

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; United Employees Law Group

Tull v. Stewart Title - Settled

U.S. District Court, Southern District California, Case No. 08-CV-1095

Nature of Case: Title Officer and Escrow Officer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Turner v. C.R. England - In Litigation

U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Turner v. Ampac Fine Chemicals, LLC - In Litigation

Sacramento County Superior Court, Case No. 34-2015-00176993

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Valadez v. Schering-Plough - Dismissed

U.S. District Court, Southern District California, Case No. 10-CV-2595

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Van Gorp v. Ameriquet Mortgage/Deutsche Bank - Settled

U.S. District Court, Central District of California, Case No. SACV05-907 CJC (ANx)

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug

Varela v. The Walking Company - In Litigation

Los Angeles County Superior Court, Case No. BC562520

Nature of Case: Unfair Business practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Veloz v. Ross Dress For Less, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC485949

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vogel v. Price-Simms, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 114CV261268

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; Webb & Bordson, APC

Vrab v. DNC Parks & Resorts at Tenaya, Inc. - Settled

Mariposa County Superior Court, Case No. 0010225

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vultaggio-Kish v. Golden State Lumber, Inc. - Settled

San Mateo County Superior Court, Case No. CIV 516631

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Offices of Dan Price

Wadhwa v. Escrow Plus - Settled

Los Angeles Superior Court

Nature of Case: Investment Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Waldhart v. Mastec North Amercia, Inc. - In Litigation

San Bernardino County Superior Court, Case No. CIVDS1419318

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated - In Litigation

Los Angeles County Superior Court, Case No. BC564369

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walsh v. Apple, Inc. - Settled

U.S. District Court, Northern District California, Case No. 08-04918

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Webb v. Sodexo, Inc. & SDH Services West, LLC - In Litigation

San Joaquin County Superior Court, Case No. 39-2015-00324813-CU-OE-STK

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Weinman v. Midbar Condo Development (Las Vegas One) - Settled

U.S. District Court, District of Nevada, Case No. 2:08-cv-00684

Nature of Case: Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Weltman v. Ortho Mattress - Class Certification Granted, Settled

U.S. District Court, Southern District California, Case No. 08-cv-0840

Orange County Superior Court, Case No. 30-2009-00327802

Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

West v. Jerome's Furniture Warehouse - Settled

Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wheat v. Jerome's Furniture Warehouse - Settled

San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik



Wietzke v. Costar Realty - Settled

U.S. District Court, Southern District California, Case No. 09-cv-2743

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Williams v. Lockheed Martin Corporation - Settled

U.S. District Court, Southern District California, Case No. 3:09-cv-01669

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Wilson v. Wal-Mart Associates, Inc. - In Litigation

U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Winston v. Lemoire Transportation, Inc. - In Litigation

Contra Costa County Superior Court, Case No. C-15-00897

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wise v. Cubic - Settled

U.S. District Court, Southern District California, Case No. 08-cv-2315

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Witman v. Level 3 Communications - Settled

San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL

Nature of Case: Unpaid Commissions and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Yam v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Zugich v. Wells Fargo Bank - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Zurlo v. Mission Linen - Settled

U.S. District Court, Central District, Case No. 08cv1326

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

**CO-COUNSEL - Class Actions**

Baxt v. Scor U.S. - Settled

Delaware Court of Chancery

Nature of Case: Takeover



Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Rosenthal, Monhait, Gross & Goddess, P.A.

Bronson v. Blech Securities - Settled

U.S. District Court, Southern District of New York

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg; Weiss, Bershad, Hynes & Lerach; Kaplan, Kilsheimer & Fox; Berstein, Liebhard & Lifshitz; Berstein & Ostraff; Law Office of Dennis J. Johnson; John T. Maher; Sullivan Hill; Weil, Gotshal & Manges; Paul, Hastings, Janofsky & Walker; Andrews & Kurth; Paul, Weiss, Rifkind, Wharton & Garrison; Wolff & Samson; Heller, Horowitz & Feit, P.C.; Shereff, Friedman, Hoffman & Goodman, LLP; Debevoise & Plimpton; Smith, Campbell, Paduano; Thelen, Marrin, Johnson & Bridges; The Offices of Robert Swetnick; Crummy Del Deo; Robinson, Silverman, Pearce, Aronsohn & Berman; Buchanan Ingersoll, P.C.; Morgan, Lewis & Bockius, Schwartz, Kelm, Warren & Ramirez; Porter & Hedges, L.L.P.; MicroProbe Corp.; NeoRX Corp.; Solomon, Zauderer, Ellenhorn, Frischer & Sharp;

Castro & Cardwell v. B & H Education, Inc. - Settled

Los Angeles Superior Court Case No. BC456198

Nature of Case: Overtime and Labor Code Violations; Unfair Competition

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Aequitas Law Group

Caushon v. General Motors Corp. - Settled

In re Automobile Antitrust Cases

San Diego Superior Court, coordinated in San Francisco

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug

Dibella v. Olympic Financial - Settled

U.S. District Court, District of Minnesota

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Doyle v. Lorna Jane USA, Inc. – Settled

Los Angeles County Superior Court, Case No. BC526837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lipow & Harris

Estrella v. B-Per Electronic, Inc. & My Wireless, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Ferrari v. Read-Rite - Settled

U. S. District Court, Northern District of California

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Forever 21 Wage and Hour Cases - Settled

San Diego County Superior Court, JCC Proceeding No. 4745

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Norton & Melnik; Kitchin Legal; The Buxner Law Firm; Miller & Ayala, LLP; Webb & Bordson, APC; Law Office of Jennifer Hart; Olsen Law Offices, APC

Hart v. United States Tobacco Co. - Settled

Los Angeles Superior Court

Coordinated in Smokeless Tobacco Litigation

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug; the Cuneo Law Group P.C.; Gordon Ball

In re Bank of America Wage and Hour Employment Practices Litigation - Settled

U.S. District Court, District of Kansas, Case No. MDL 2138

Nature of Case: Employment Claims under FLSA and California Labor Code

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Marlin & Saltzman; Stueve Siegel Hanson; United Employees Law Group

In re Walgreen Co. Wage and Hour Litigation - Settled

U.S. District Court, Central District of California, Case No. 11-cv-07664

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Scott Cole & Associates; Marlin & Saltzman; Malk law Firm; Ackermann & Tilajef; Marcarian Law Firm; Aiman-Smith and Marcy; Orshansky and Yeremian LLP, Aequitas Law Group APLC

Jackson v. Fresh & Easy Neighborhood Market Inc. – Settled

Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC)

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Carter Law Firm; The Cooper Law Firm; Aegis Law Firm, PC; Jose Gray, APLC

Jordan/Ramos v. DMV - Judgment for Plaintiff, Affirmed on appeal

Superior Court, Sacramento

Nature of Case: Commerce Clause Violation - Tax declared unconstitutional -

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach; Weiss & Yourman; Sullivan Hill.

Kensington Capital v. Oakley - Settled

U. S. District Court, Southern District of California

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Kensington Capital v. Vesta - Settled

U. S. District Court, Northern District of Alabama

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Lopez v. Tire centers, LLC - Settled

U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Manaster v. SureBeam - Settled

United States District Court

Nature of Case: Violation of Securities Act

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg Weiss Bershad Hynes & Lerach

Miller v. Western Athletic Clubs, LLC - Settled

Santa Clara County Superior Court, Case No. 112-cv-228670

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Rukin Hyland Doria & Tindall LLP; Velton Zegelman P.C.

Moffett v. WIS International - Settled

San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Emge & Associates; Law Office of David A. Huch

Perez v. Urban Outfitters, Inc. - In Litigation

U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Capstone Law APC

Ridgewood Capital Management v. Gensia - Settled

U.S. District Court, Southern District of California, #CV-92-1500H

Plaintiffs' Counsel: Barrack, Rodos & Bacine; Kaplan, Kilsheimer & Fox; Wolf, Popper, Ross, Wolf & Jones; Law Offices of Joseph H. Weiss; Kaufman, Malchman, Kaufman & Kirby; Sullivan Hill; Blumenthal & Nordrehaug

Sandoval v. Redfin Corporation - In Litigation

U.S. District Court Northern District, Case No. 3:14-cv-04444-SC

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Khoury, Cohelan & Singer

Shurman v. Scimed - Settled

State of Minnesota District Court, Fourth District, #94-17640

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach; Kaplan, Kilsheimer & Fox; Sullivan Hill; Law Offices of Lawrence G. Soicher

Sioson v. AMP Holding, Inc. - Settled

Orange County Superior Court, Case No. 30-2013-00663825

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Olsen Law Offices

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin

Nature of Case: Fraudulent Stock Buy-Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Slatton v. G.E. Capital Mortgage Services - Settled

Camden County Superior Court, New Jersey, #CAML0256198

Nature of Case: Forced order insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Somkin v. Molten Metal - Settled

U.S. District Court, District of Massachusetts, #9710325PBS

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Sparks v AT&T - Settled

Illinois District Court - Madison County

Deceptive Practice claim - Leased consumer telephone equipment

Plaintiff's counsel - Carr Korein Tillery; Blumenthal & Nordrehaug; Whatley Drake

Sullivan v. Lyon Management Group - Settled

Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Webb & Bordson, APC

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